



REQUEST FOR PROPOSALS
NETWORK INFRASTRUCTURE REPLACEMENT,
AND RELATED EQUIPMENT
THE CITY OF HAYWARD

Tuesday, February 10, 2015	Distribute RFP document to Proposers
Monday, February 23, 2015 9am to 12 pm	Mandatory Pre-Bidders Mtg. All Proposers.
Tuesday, February 24, 2015 9am to 4 pm	Optional Site(s) Walk All Proposers (Pre-registration required)
Friday, March 6, 2015	Written Questions Due CoH NLT 5p.m.
Friday, March 27, 2015	Proposals Due to CoH NLT 3 P.M.

ISSUED FEBRUARY 10, 2015

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REQUEST FOR PROPOSALS

1.1 OVERVIEW

The City of Hayward (hereafter referred to as CoH) is requesting proposals from qualified companies (Proposer) to procure, install and configure a complete Network Infrastructure system for their existing facilities specified herein.

CoH has undertaken a systematic process to identify Network Infrastructure system manufacturers considered to be the industry leaders. Factors such as product performance, years of industry experience, resource commitments and recommendations from similar vertical market peer groups, have been used as benchmarks in the pre-qualification process.

In accordance with the instructions and specifications contained within this Request for Proposal (RFP), the selected Proposer will furnish equipment and systems administrator training for a lump sum purchase price, with lease/purchase options as outlined herein. CoH is seeking a Network Infrastructure system that will provide the most cost effective, technologically advanced solution.

The Network Infrastructure system must accommodate the current and future network data requirements of all CoH operations, employees, and systems. Additionally, the new Network Infrastructure system must provide CoH personnel and operations with an advanced data/voice system that is 99.999% reliable, is able to support their public service, health & safety missions, emergency services, and expedited disaster recovery situations.

The intent of this RFP is to have an open and unbiased process that will facilitate the procurement of the aforementioned Network Infrastructure system. If any Proposer feels the requirements contained herein are not fair, equitable, and open they should document their concerns and forward them to:

Mark Guenther –Technology Services Director
City of Hayward
777 B Street
Hayward, CA. 94541
mark.guenther@hayward-ca.gov

1.2 SCHEDULE OF EVENTS

RFP Timeline

Tuesday, February 10, 2015	Distribute RFP document to Proposers
Monday, February 23, 2015	Mandatory Pre-Bidders Mtg. All Proposers 9 AM
Tuesday, February 24, 2015	Optional Site(s) Walk All Proposers (Pre-registration required)
Friday, March 6, 2015	Written Questions Due CoH NLT 5 PM
Friday, March 13, 2015	Responses Due to Proposers NLT 5 PM
Friday, March 27, 2015	Proposals Due to CoH NLT 3 PM
Friday, April 10, 2015	Proposal Notice of Intent to Award Announced
Tuesday, May 12, 2015	CoH City Council Review Process
TBD	Contract Signed – TBD City Council Approval

Project Schedule (Tentative)

1st Project Meeting	TBD
Weekly Project Meetings Begin	TBD
Equipment Orders Sent	TBD
All Equipment Received	TBD
Cutover Starts	TBD
Cutover Completed – All CoH Sites	TBD
1st Day of Service – All CoH Sites	TBD
Post Cutover Help Desk Support	TBD

CoH reserves the right to modify these timelines and schedules at any time for any reason.

1.3 FORM AND CONTENT OF PROPOSALS

Proposals must be submitted in accordance with the instructions contained in this RFP or they will be rejected.

1.4 PROPOSAL SUBMISSION AND DUE DATE

Submit five (5) copies of the proposals required in this RFP. **All proposals must be submitted and received at the following address by 3 p.m. Pacific Time on Friday, March 27, 2015.** If proposals are not received by 3 p.m., Pacific Daylight Time, they will be rejected. THERE WILL BE NO EXCEPTIONS TO THIS REQUIREMENT. Proposals must be addressed and delivered to:

Office of the City Clerk
City Hall – City of Hayward
777 B Street – 4th Floor
Hayward, CA. 94541

1.5 REQUIRED RFP RESPONSE FORMAT

Proposers are cautioned that proposals that do not follow the form required by the CoH in this RFP will be subject to rejection without review. However, proposals may include additional /supplemental material as attachments or in narrative format so long as they are provided in the back of the proposal as “Supplemental Information” in Section 9. Additionally, CoH may choose to waive minor deviations in some or all of the proposals received, or any minor irregularities found in the proposals in general during the proposal review process.

Proposals shall be organized as follows. Proposals shall be in 3 ring binders *without* staples to facilitate photocopying by the CoH if necessary. All sections shall be tabbed for easy reference. Of the five copies required, one must be marked “Original Copy” and the forms requiring signatures, and CD of your document shall be contained therein.

Index	Numbered tabs that indicate the appropriate section.
Cover Letter	Letter shall introduce your firm; summarize experience.
Section 1	Detach Section 1 of the CoH's RFP, respond to its sections in blue font ink completely, and insert this as your Section 1
Section 2	Detach Section 2 of the CoH's RFP, respond to its sections in blue font ink completely, and insert this as your Section 2
Section 3	Detach Section 3 of the CoH's RFP respond to its sections in blue font ink completely, and insert this as your Section 3
Section 4	Detach Section 4 of the CoH's RFP, respond to its sections in blue font ink completely, and insert this as your Section 4
Section 5	Detach Section 5 of the CoH's RFP, respond to its sections in blue font ink completely, and insert this as your Section 5
Section 6	Detach Section 7 of the CoH's RFP, the CoH Network Infrastructure system Proposal Pricing Pages (System Design Equipment Configuration Price Schedules). Fill in black font ink and insert this as your Section 6.
Section 7	N/A
Section 8	Attach insurance certificates: general liability/workers comp. (Later the CoH will require the successful Proposer(s) certificates to name the CoH as additional insured for the project.
Section 9	Supplemental /Additional Information
Section 10	Pricing for Optional equipment, services, modules not required by the CoH. This pricing shall be in addition to base system. Examples of optional equipment & services are extra modules, software pricing, premium 1-hour response service level agreement annual costs, and managed care single point of contact maintenance annual costs.
Section 11	Attach comprehensive annual financial report if it is too thick to place in three ring binder in the financial section

Section 12	Attach copy of your firm's form contracts. Include maintenance contracts for all levels of service provided if there is more than one maintenance option. In addition, include copies of your firm's warranty in this section.
Section 13	Attach signed CoH form (CoH's Attachment I) Non Discriminatory and Affirmative Action Certification
Section 14	Attach signed CoH form (CoH's Attachment K) Affirmation of Non Involvement in Development or Production of Nuclear Weapons
Section 15	Attach Compact Disk (CD) of your proposal document including pricing pages. This does not need to include sales brochures, performance bonds, insurance, etc. or other attachments. (In Master Copy Only)

The proposal package and accompanying documents must be addressed as outlined above in 1.4, and marked as follows:

“REQUEST FOR PROPOSAL TO PROVIDE NETWORK INFRASTRUCTURE SYSTEM AND ANCILLARY EQUIPMENT FOR THE CITY OF HAYWARD, HAYWARD, CALIFORNIA”.

1.6 INSTRUCTIONS TO PROPOSERS

1.6(1) Responses must be filled out in their entirety and must be typed. **NO CHANGES TO THE CoH's RFP DOCUMENT WILL BE ALLOWED.**

1.6(2) Proposers must use the structure of this document to answer all questions directly. When responding to questions, Proposers must place their responses in the area provided, or directly under the section/paragraph that contains the informational statement, question or requirement to which they are responding to. Proposer's responses to Sections 1 through 5 must be in [blue font ink](#).

1.6(3) There are six sections in this RFP document. Proposers will be required to provide responses to statements or questions in each of the six sections. Acceptable responses will be “Acknowledged” for informational statements of fact that require an affirmation, “Comply”, “Do Not Comply”, or “Not Applicable”, for items shown as a requirement, or where a direct question is being asked. All responses must be submitted in three ring binders. Proposers must include a copy of their completed responses on a CD. The organization and clarity of each Proposer's response is a crucial part of the evaluation process. All responses must state and correspond to the number of the requirement or question. All features or capabilities that cannot be provided by the proposed system must be responded to with the answer "not available," "not applicable" or other appropriate statement. The Proposal Document requires that the

Proposer provide detailed specifications in their responses to Section 4. An officer of the proposing entity or other person authorized to bind the Proposer in this matter must sign the document(s).

- 1.6(4)** Failure to answer any questions, or provide information required in the Proposal Documents will impact the Proposer's scoring and may subject the entire proposal to rejection. Any variation to the feature or capability must be noted and explained in the proposal. Cross references to standard or duplicated documents as answers are not acceptable.
- 1.6(5)** The hardware and software proposed for this project must be the most recent equipment models, and most recent and stable software release. All equipment must be new and procured through a manufacturer-authorized distributor, or direct from the manufacturer.
- 1.6(6)** Pricing of the proposed systems and networks must include all labor, materials, software, software programming, features and equipment, fees, licenses, taxes, delivery and freight, if applicable, for a complete turn-key installation. Pricing must be FOB destination (CoH) freight pre-paid. Provide this information on the System Design Equipment Configuration Price List in Section 7. Proposers must provide pricing for each CoH site, and roll individual site costs up to the total overall purchase price summary.
- 1.6(7)** All adjunct equipment and features must be proposed with separate pricing from the basic core system prices. Examples of adjunct equipment and features are ancillary devices, filtering hardware, special wireless devices, etc. Such equipment may or may not be included in the final purchase agreement.
- 1.6(8)** Optional equipment and services shall be included in Proposers response in Section 10. Examples of optional equipment and services are premium 1-hour response service level agreement (SLA) maintenance annual costs and single point of contact managed care annual maintenance costs.
- 1.6(9)** The Proposer is required to point out those items of equipment, features or contractual conditions that cannot be met. These must be indicated on the proposal response. Explanations may be included on a separate attachment, if necessary, in Section 4.17.
- 1.6(10)** Normal working hours are from 8:00 am to 5:00 pm Monday through Friday. CoH is anticipating the bulk of the system installation cutover will occur beginning Friday, TBD at 5 P.M., and concluding sometime prior to Sunday, TBD by MIDNIGHT. CoH anticipates that cutover activities will be accomplished in a phased approach beginning with the Police Department network site. This also means that most work will be required

outside of normal working hours to minimize disruptions to the normal business operations of the CoH. This applies to all on-site installation, testing, and activation activities. Systems administrator training will be held during normal business hours.

1.6(11) If alternatives to specified equipment, features or terms and conditions are available, which in the Proposer's opinion may accomplish the same purpose, details of the alternatives may be included on a separate attachment(s) in Section 10 of your proposal response. Proposer is required, however, to provide information and pricing for any items designated as required, or "must".

1.6(12) In addition, if the Proposer has equipment or features that were not specified but which Proposer feels may be beneficial to CoH, a separate description with pricing may be included as an option in Section 10. This, however, does not relieve the Proposer from responding to the specifications as closely as possible with the equipment available.

1.6(13) Each Proposer shall have the opportunity to examine the locations of the proposed work and all conditions affecting said work.

1.7 INQUIRIES

Questions relating to this RFP must be e-mailed to Mark Guenther at mark.guenther@hayward-ca.gov. RFP questions must be submitted in writing via e-mail NLT 5 p.m. on Friday, March 6, 2015. Proposers are advised that RFP questions will be responded to only when sent via e-mail. Questions relating to the RFP will not be considered valid if posed via phone calls to CoH. Written copies of all questions and CoH's responses will be provided to all Proposers via e-mail by 5 p.m., on Friday, March 13, 2015. Answers to written submitted questions, however, shall not constitute a change or addition to the RFP unless included in a written addendum issued by CoH.

1.8 OBLIGATIONS

The receipt of proposals by CoH does not obligate CoH in any way. CoH reserves the right to reject any or all proposals received, or to negotiate separately with any source in any manner necessary to best serve CoH's interest.

1.9 PROPOSAL WARRANTY

Each Proposer, by submitting a proposal, warrants that it is qualified to perform the work, furnish the labor, supplies, material and equipment called for in the specifications; that it has **checked the proposal for errors and omissions**; that the prices in the proposal are correct and as intended by the Proposer; and that the prices are a complete and correct statement of prices for performing the work

or furnishing the labor, materials, supplies, and equipment by the Contract Documents.

1.10 BINDING PROPOSALS

Proposals shall be binding in all respects for a period of 180 calendar days from the proposal due date.

1.11 COSTS OF PROPOSAL PREPARATION

In submitting a proposal, Proposer understands that CoH will determine which proposal, if any, is accepted. Proposer waives any right to claim damages or costs of any nature by or as a result of its submission of a proposal, regardless of whether the proposal was selected by CoH or not. The costs of preparing and submitting a proposal are not directly recoverable from CoH.

1.12 INSURANCE REQUIREMENTS

The Proposer must provide CoH with evidence of compliance with CoH's insurance requirements as indicated in Section 1.14 of CoH's General Provisions. Proposers must provide certificates of insurance in Section 8 of their responses.

1.13 NUCLEAR FREE HAYWARD

Proposer agrees to comply with the requirement imposed by CoH by City Ordinance No. 87-024, S.S. establishing a "Nuclear Free Hayward." The form titled "Affirmation of Noninvolvement in Development or Production of Nuclear Weapons" shall be executed by the Proposer and submitted with the proposal. Failure to execute and submit this form may be considered as grounds for rejection of the proposal.

1.14 NON DISCRIMINATORY EMPLOYMENT PRACTICES

The successful Proposer shall, in the performance of the Agreement, be required to comply with all applicable Federal, State and CoH non – discrimination laws and regulations. Each Proposer shall submit the CoH's Non Discriminatory Employment Practices and Affirmative Action Certification Statement.

1.15 PROPOSER CONTRACT FORMS

Each Proposer submitting a response shall submit sample copies of standard agreements/contracts for the services and equipment to be provided, including maintenance service contracts. Should there be several levels of service/maintenance contracts, submit contracts for all levels of service. The CoH also will require copies of your firm's equipment and software warranty. These shall be submitted in Section 13 of your responses.

1.16 QUALIFICATION CRITERIA

Proposers must provide all information requested in this section for itself and for each team member, subcontractor, or affiliate that the Proposer intends to utilize in providing the products and services in this RFP. Responses must be as comprehensive as possible. This information is critical to the evaluation CoH will make of each proposal submitted because the network infrastructure and services in this RFP are critical to CoH fulfilling its public health and safety obligations. These obligations mandate that the successful Proposer demonstrates past performance, customer satisfaction, and marketplace stability of itself and that of each team member, subcontractor, or affiliate, and that all are fully qualified and capable of providing and supporting the equipment and services sought under this procurement. This requirement is mandatory. Failure to respond in the manner required may disqualify you.

1.17 PROPOSAL EVALUATION AND AWARD OF CONTRACT

CoH will award a contract or contracts based on a variety of factors, including but not limited to those indicated in the Proposal Evaluation and Award of Contract criteria. The CoH will not award a contract based solely on price. The award(s) will be in the best interest of the CoH and will be to a firm or firms whose overall proposal(s) is rated as being in the CoH's best interest.

Proposals will be evaluated and weighed based upon:

Technology	40%
The degree to which the proposed design and technologies meet CoH needs.	

Proposer Capabilities	
Firm size and capability to perform the work	
Proposer's ability to provide short and long term support	
The project management capabilities of the Proposer	40%
Financial stability of the Proposer	
Relevant experience and past performance	
References	
Proposer's understanding of the project as demonstrated by their response to CoH's RFP	

Business Considerations	
CoH's required investment	20%
CoH's ongoing operating and maintenance costs	
The financial attractiveness of the proposal	
Ability to provide performance bond	
Ability to meet CoH's terms and conditions	

All proposals received will become the property of the City of Hayward.

1.18 PROPRIETARY DOCUMENTS

If Proposer considers any information contained in the proposal confidential information, those portions must be marked "*Confidential Information*". An entire proposal may not be marked confidential. Proposer understands that responses to this RFP are a public record under the California Public Records Act and that only certain information meeting statutory requirements may be withheld from public disclosure pursuant to a public Records Act Request.

1.19 PRE-BID CONFERENCE / SITE WALK

A mandatory pre-bidders conference will be held on Monday, February 23, 2015, at 9 A.M., City Hall 777 B Street in Hayward in the Council Chambers. All Proposers who want to submit a proposal for the project **MUST** attend this pre-bidders conference. **PLEASE NOTE THAT THE ENTIRE PRE-BIDDERS CONFERENCE MAY BE VIDEO TAPED. THE VIDEO TAPE WILL BE THE SOLE PROPERTY OF THE CoH.** An optional site(s) walk through of the various CoH facilities, associated MDF/IDF's, and other associated locations will be scheduled as part of this pre-bidders conference. The date for this optional site(s) walk through will be Tuesday, February 24, 2015, beginning at 9 A.M. CoH reserves the right to provide digital images of all data system arrangements at the outlying CoH facilities (MDF, IDF, MPOE/Demarc enclosures/jacks) in lieu of providing a physical inspection of said facilities by Proposers.

1.20 OTHER CONTRACTORS

CoH reserves the right to let multiple contracts associated with the services called for by this RFP and Proposer shall afford any such other Proposers reasonable opportunity for the installation and execution of their work, and must properly connect and coordinate its work as required.

1.21 OTHER CONSIDERATIONS AND CONDITIONS

1.21(1) By submitting a response to this RFP, you are agreeing to the Terms and Conditions, as set forth in Section 5. These Terms and Conditions are mandatory and will be incorporated into any resulting Contract. CoH may substitute any or all of the Terms and Conditions in Section 5 with part or all of the CoH's General Purchasing Agreement verbiage. If you include any supplemental information relating to these Terms and Conditions on a form you provide, any terms and conditions imprinted on that form are understood not to apply.

1.21(2) CoH does not by virtue of its requesting a proposal from a Proposer consider that Proposer to be pre-qualified. Proposer's past performance for similar institutions and financial qualifications will be considered to determine if a Proposer is qualified to carry out the scope of goods and/or services. Qualifications will be evaluated based on the information the Proposer submits in response to this RFP.

- 1.21(3)** CoH reserves the right to cancel this solicitation at any time before an Agreement has been executed and approved, in which event all proposals received in response to this RFP will be rejected.
- 1.21(4)** CoH reserves the right to make multiple awards, including acceptance or rejection of proposals, on each item separately by category or as a whole, and to waive any irregularities in a quotation received as a result of this RFP. Minor deviations may be considered, provided the proposal fully meets the objective of this RFP. CoH does not guarantee that a Contract will ensue as a result of this RFP. CoH reserves the right to re-solicit for these goods and/or services.
- 1.21(5)** No oral or written statements made by any CoH personnel, or representatives of CoH, shall be considered addenda to this RFP unless the statement is contained in a written document from CoH and identified as a written addendum to this RFP.
- 1.21(6)** To warrant consideration for a Contract award, Proposer must successfully pass experience reference checks. Reference checks will be conducted only on Proposers that appear to meet the RFP requirements. Proposer's experience is an important criterion in the selection process. CoH will contact individuals furnished by the Proposers as well as any others as CoH sees fit. CoH is not limited to specific contacts at any reference, or any specific references.
- 1.21(7)** Selection may be made without further discussion or negotiation; therefore, proposal pricing must be submitted on the most favorable terms. Proposals must demonstrate an understanding of the scope of required goods and services and the ability to accomplish the tasks set forth and must include information that will enable CoH to determine the Proposer's overall qualifications. CoH reserves the right to request additional information, clarification, or formal presentations on any matter included in the quotation.
- 1.21(8)** At CoH's sole discretion, oral presentations may be required during the quotation evaluation process at CoH or Proposer's facility. Finalists in the competitive range will be selected on the basis of their proposals, which will be evaluated according to the criteria outlined above. Specific guidelines will be provided prior to a presentation if required by CoH.
- 1.21(9)** Addenda to this RFP may be issued for the purposes of clarification, to provide additional information, or requirements. Please acknowledge receipt of e-mailed addenda, if any, via return email acknowledgement. Acknowledgement is also required in the spaces provided on the signature page in Section 4 of this RFP document.

SECTION - 2 PROJECT DESCRIPTION

2.1 CURRENT SITUATION

The CoH of Hayward (CoH) is seeking to replace its existing data/voice network infrastructure with a new “end-to-end” system. This will require CoH to purchase or lease a new Network Infrastructure System and related adjunct equipment, as outlined in Section 3, SYSTEM SPECIFICATIONS. CoH has access to a metropolitan area network (MAN) fiber ring that occupies BART right-of-way. The services for this MAN fiber ring are provided by TIME WARNER TELECOMM. Current data network connectivity diagrams for Layers 2 and 3, showing single mode fiber WAN, and T1 connectivity is included in CoH’s Section 8 – CoH Attachments.

Here are additional information points regarding the CoH’s existing fiber backbone network.

- A.** CoH is connected by SMF fiber to FD1, FD2, FD4, FD6, Airport, Corpyard Campus (CY), PD, and the Main Library (HPLM).
- B.** All Fiber connections utilize 802.1q trunking protocol.
- C.** The CoH’s wireless network will be used to back up the SMF, DMVPNs or T1 lines in case of a cable cut or failure. There is no wireless connectivity to FD5 or FD9.
- D.** Network infrastructure voice traffic and telepresence video conferencing utilizes the wireless network when there is a SMF or T1 failure that affects the primary path.
- E.** All T1 lines are Point to Point and route through a single network domain.
- F.** Existing T1 spans will have to share CoH data and Network infrastructure on the same data network resources.

CoH’s current data network is predominantly CISCO. Proposers must submit their responses having Network Infrastructure designs that will seamlessly integrate with any current infrastructure not replaced. A detailed list of the CISCO data networking equipment being replaced or upgraded is included in the CoH’s Attachments Section 8 of this RFP.

Current connectivity diagrams of the CoH’s data network, with Layer 2 and 3 details are included in CoH Attachments 8.

2.2 CITY OF HAYWARD LOCATIONS

There are twenty-three (23) separate CoH operational locations. Some of these are physically located at the same physical address. The following table shows a listing of CoH of Hayward's departments and physical address they reside at:

City of Hayward Networked Sites

City Hall 777 B Street Hayward, CA 94541	Police Department 300 W. Winton Avenue Hayward, CA 94544	Utilities 24499 Soto Road Hayward, CA 94544
PD North Substation 22701 Main Street Hayward, CA 94541	PD South Substation 28200 Ruus Road Hayward, CA 94544	Animal Svcs/Facilities/Landscape 16 Barnes Court Hayward, CA 94544
Executive Airport 20301 Skywest Drive Hayward, CA 94541	Streets/Fleet Mng./Water Dist. 24505 Soto Road Hayward, CA 94544	Water Pollution Control Facility 3700 Enterprise Avenue Hayward, CA 94545
Main Library 835 C Street Hayward, CA 94541	Branch Library 37300 Patrick Avenue Hayward, CA 94544	Fire Station #1 22700 Main Street Hayward, CA 94541
Fire Station #2/SCBA Bldg. 360 West Harder Road Hayward, CA 94544	Fire Station #3 31982 Medinah Street Hayward, CA 94544	Fire Station #4 27836 Loyola Avenue Hayward, CA 94545
Fire Station #5 28598 Hayward Boulevard Hayward, CA 94542	Fire Station #6/Training Center 1401 W. Winton Avenue Hayward, CA 94545	Fire Station #7 28270 Huntwood Avenue Hayward, CA 94544 (Currently at 28695 Ruus Road)
Fire Station #8 25862 Five Canyons Parkway Castro Valley, CA 94552	Fire Station #9 24912 Second Street Hayward, CA 94542	Hesperian Com. Tower 28471 Hesperian Boulevard Hayward, CA 94544
Garin Communications Tower 935 Garin Way Hayward, CA 94544	Walpert Communication Tower 14 Navan Lane Hayward, CA 94541	

SECTION - 3 SYSTEM SPECIFICATIONS

3.1 INTERPRETATION OF SPECIFICATIONS

The specifications include the following requirements and descriptions:

- 3.1(1)** Proposers will be responsible for providing specific functionality for specific parts of the project.
- 3.1(2)** Proposers must provide all materials necessary to complete the required work, whether or not the materials are listed in this RFP. Responsibility for omissions will be borne by the party (Proposer or CoH) who failed to include key system design components in the RFP document or response to it.
- 3.1(3)** Where work described in this RFP is in general terms, not in complete detail, it is understood that the best practices shall be followed and only materials and workmanship of the best quality will be used. Any work, material or equipment that may be reasonably inferred from this RFP as being required to produce the intended result must be supplied, whether or not specifically called for.
- 3.1(4)** When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning.
- 3.1(5)** The quantities listed throughout this RFP are estimates only, and must be used as the basis for the Proposers proposal response. The actual quantities may vary. Changes to the quantities listed will be accommodated using the unit prices required in Section 7.
- 3.1(6)** Where the words "shall" or "must" are used, it signifies a required minimum function or capacity which, if not satisfied in the proposal, will result in disqualification, reduced points in the final evaluation, or rejection.
- 3.1(7)** Where the words "should", "may" or "is desirable" are used, it signifies desirable but not mandatory functions or capacities. Proposers who are able to provide feature functionality, or system capacities equal to or better than those required will be evaluated more favorably than those who cannot.

3.2 REQUIRED DATA SWITCHING EQUIPMENT

The system to be installed must be a new Network Infrastructure hardware and software.

The switching equipment must be rack mountable and modular in design for easy growth up to the specified minimum acceptable expansion capacities.

The proposed network system will support CoH's administrative functions and other existing data/voice applications, and devices, described in this RFP.

A critical part of the proposed Network infrastructure system will be the ability to support a distributed data/voice networking architecture. City Hall will serve as the main hub location with outlying facilities linked via direct single or multi-mode fiber, will use IP trunking riding the existing fiber facilities, T-1 and wireless spans to achieve point-to-point connectivity. The Police Department located at 300 West Winton Avenue will serve as a fully redundant hub location. The outlying locations will be an extension of the hub sites, and derive Network infrastructure switch functionality from the main hub Network infrastructure server at City Hall. CoH Police Department, and Fire Data/voice's #1, 2, 4, and 6 have direct fiber connectivity to City Hall. CoH has identified specific existing equipment at specific sites that must be replaced to allow the full support of Network infrastructure traffic. Proposers are reminded that CoH has an existing data network that is predominantly CISCO products. The specific sites, and the equipment at those sites, are listed in CoH Attachment 8. Here are some additional key points of information regarding CoH's CISCO data network infrastructure:

1. The City Hall and Police Department data centers are connected with 3 pairs of fiber. Two pair are currently used, a 1 gigabit connection and a 10 gigabit connection. CoH would like all 3 pairs operating at 10 gigabit connectivity when the upgrade is complete.

The remaining outlying locations must be equipped with bulk line power supplies for Network infrastructure to accommodate "Power-over-Ethernet" (PoE). All proposal responses must include incremental pricing that clearly meets the CoH's data/voice networking requirements. Proposers may want to consider the following generic Network infrastructure configuration as a basis for their system design:

3.2(1) Network infrastructure functionality based on a shared LAN

- a) In this design scenario, the data/voice traffic are carried on the same physical LAN structure, but are on different logical Virtual LANs. The phone(s) is connected to a single RJ45 CAT5 and the desktop is connected through the phone. Site-to-site WAN traffic will be carried over the same carrier.

- b) Under this design scenario Proposers must provide a system design that includes specific Right to Use (RTU) license fees, Network infrastructure internal switches, gateway switches, routers (if required), networking software and hardware, and all Network infrastructure terminals.

3.2(2) Network infrastructure general requirements

Management and Monitoring Requirements

- Single pane of glass network infrastructure management
- The ability to monitor utilization and network performance across all devices through a single vendor solution.
- Netflow support on layer 3 network devices enabled
- Configuration archiving capability on network elements

Network Core Feature Requirements

- Multi-chassis ether channel, separate chassis can participate in a single port-channel removing the need for spanning-tree
- ISSU (In Service Software Upgrade Capability)
- 10GB and 40GB Core Network Capability
- Layer 3 routing support
- Netflow support in HW
- Optional Integrated Wireless solution
- EIGRP Routing Protocol Support
- OSPF Routing Protocol Support
- City Hall and Police Department data centers will upgrade all 3 fiber connections to 10 gigabit
- Proposer will integrate end to end monitoring into CoH's Monitoring Software/Appliance using Netflow and SNMP
- Both City Hall and Police Department data centers will have completely redundant backbone switches.

Access Layer Feature Requirements

- Multi-chassis ether channel, separate chassis can participate in a single port-channel removing spanning-tree (If stackable solution is leveraged)
- Single point of management for stacked switches
- Stacking power support to enable power failover
- 10GB Uplink Capability
- 10/100/1000 Access Port speed support
- POE/UPOE Support
- Optional Integrated Wireless Solution

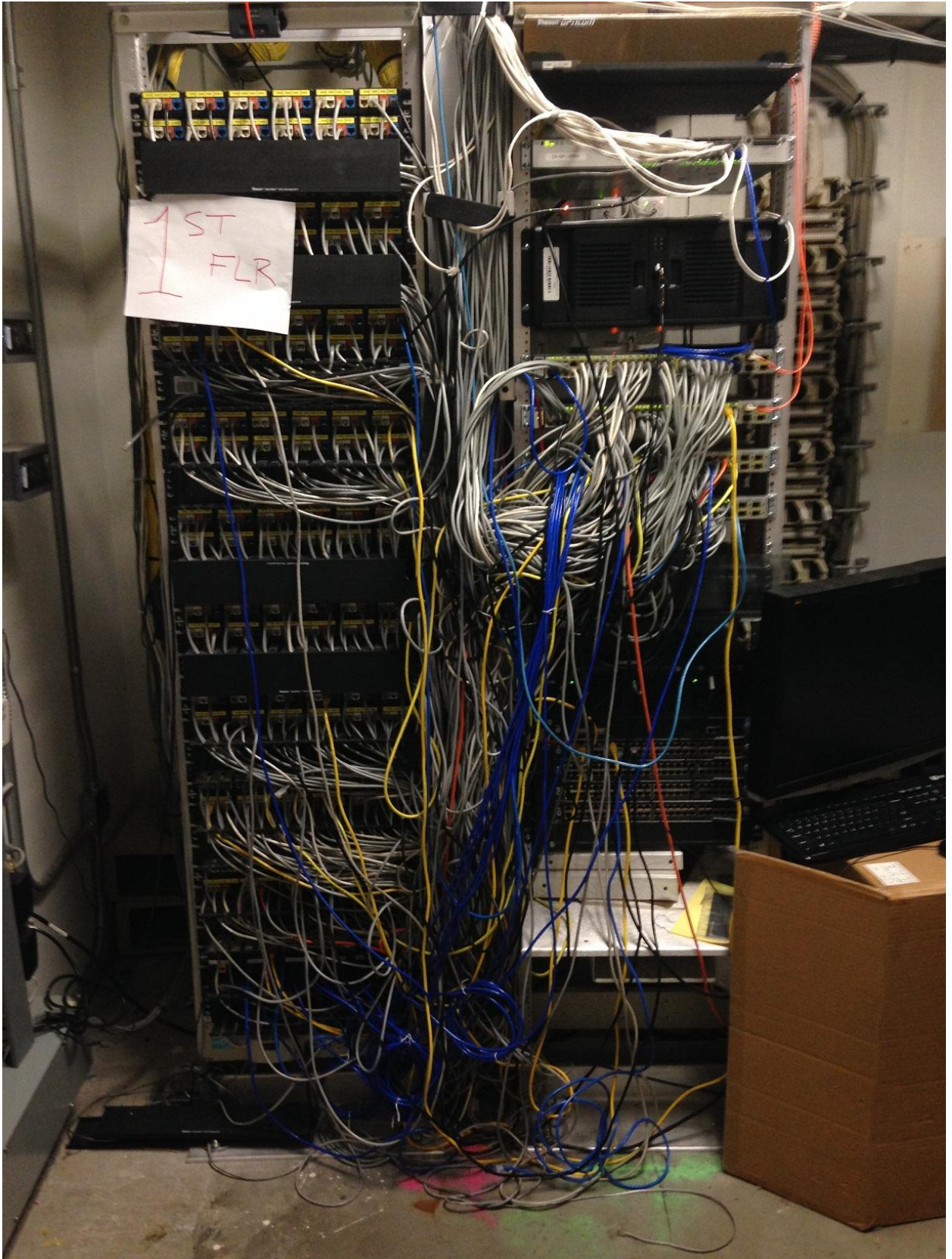
Security Feature Requirements

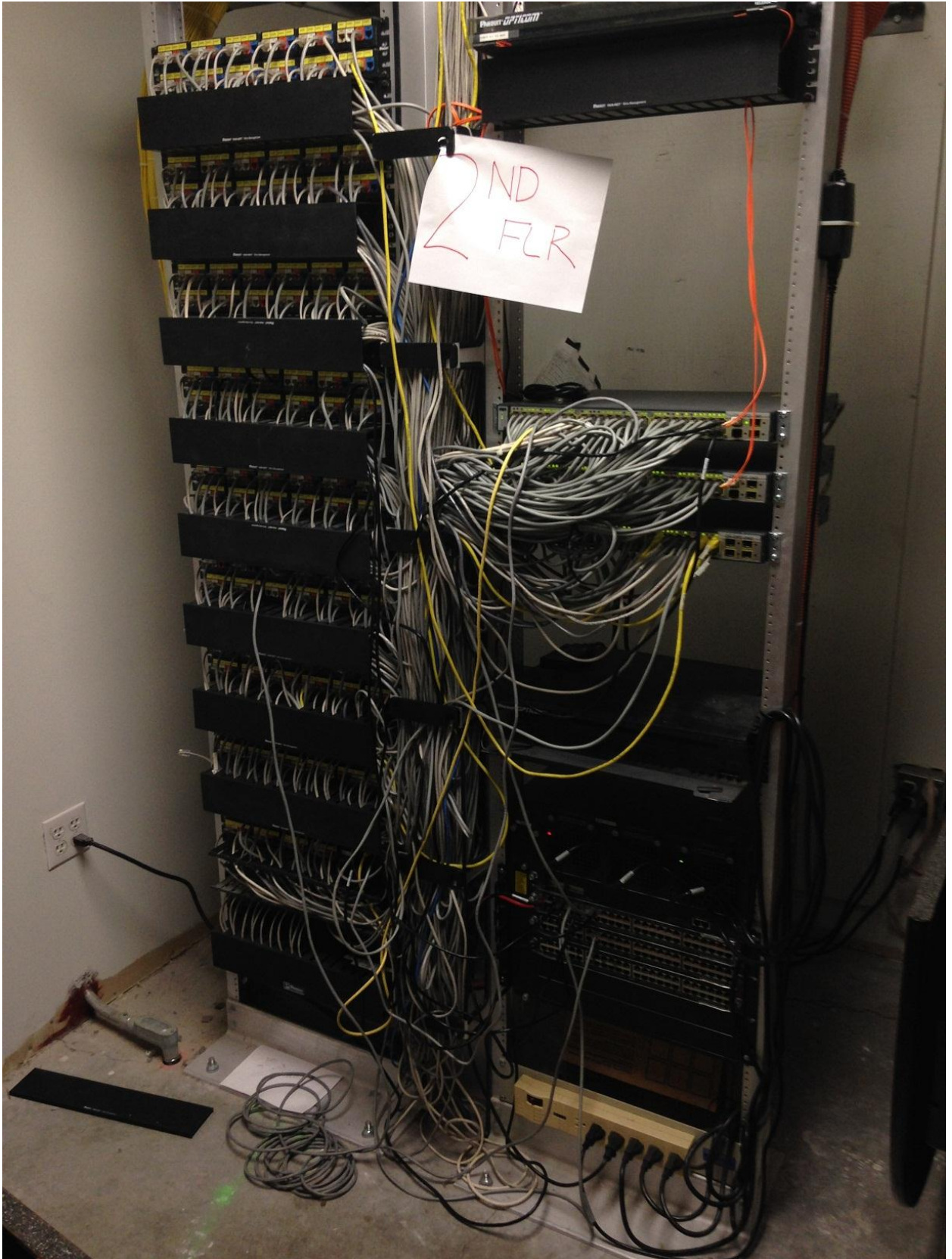
- Application visibility and Control (Firewall)
- Botnet protection (Firewall)
- IPS Protection (Firewall)
- NAC / 802.1x support
- Ability to profile and assign network permissions based on device type, connectivity method and AD group.
- Dynamic Arp Inspection
- DHCP Snooping

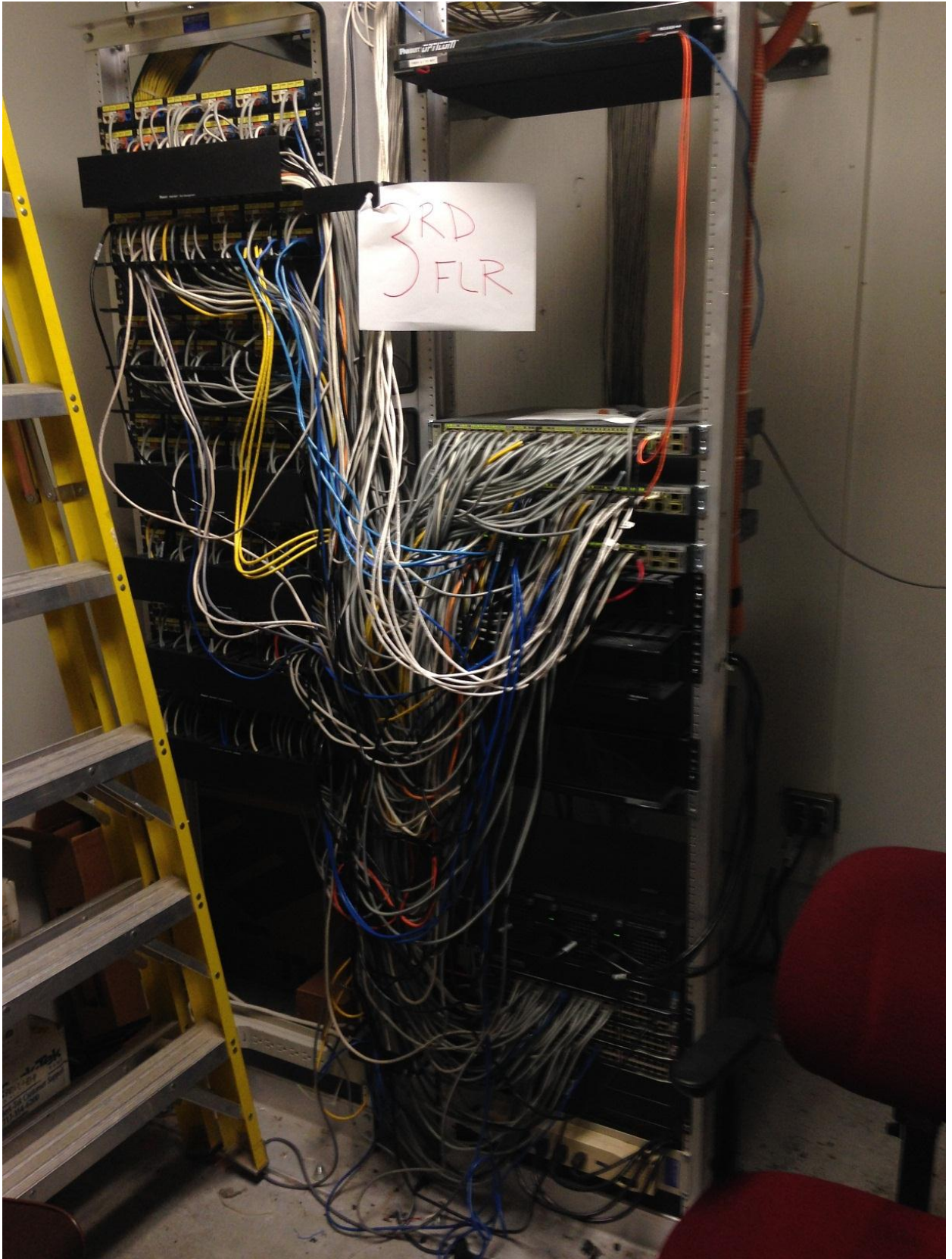
Miscellaneous Requirements

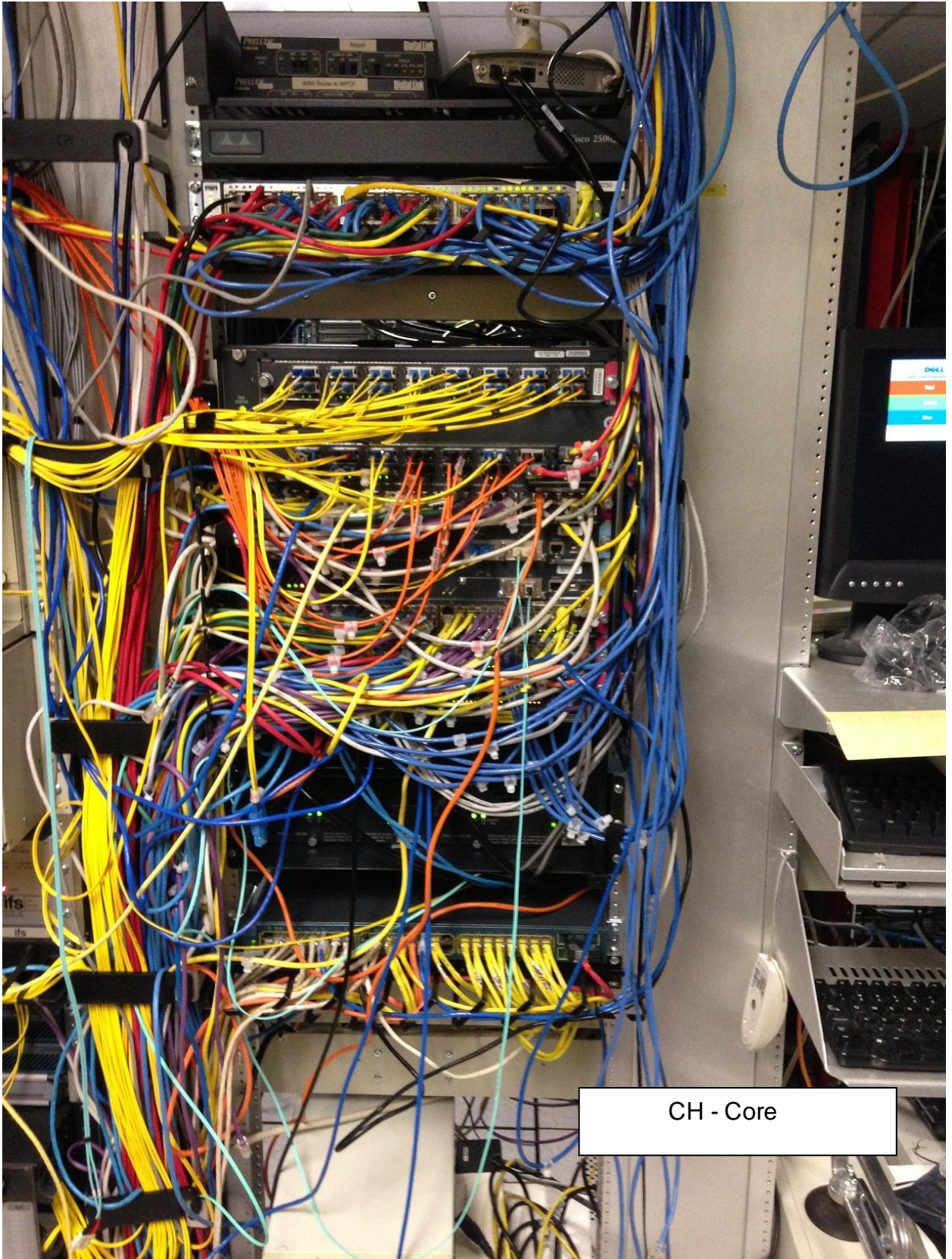
- All data center, MDF, IDF locations will need cable management/organization as the equipment is replaced.
- Guaranteed performance standards will be required at all different network sites.
- All devices must be secured with SSH, no telnet login

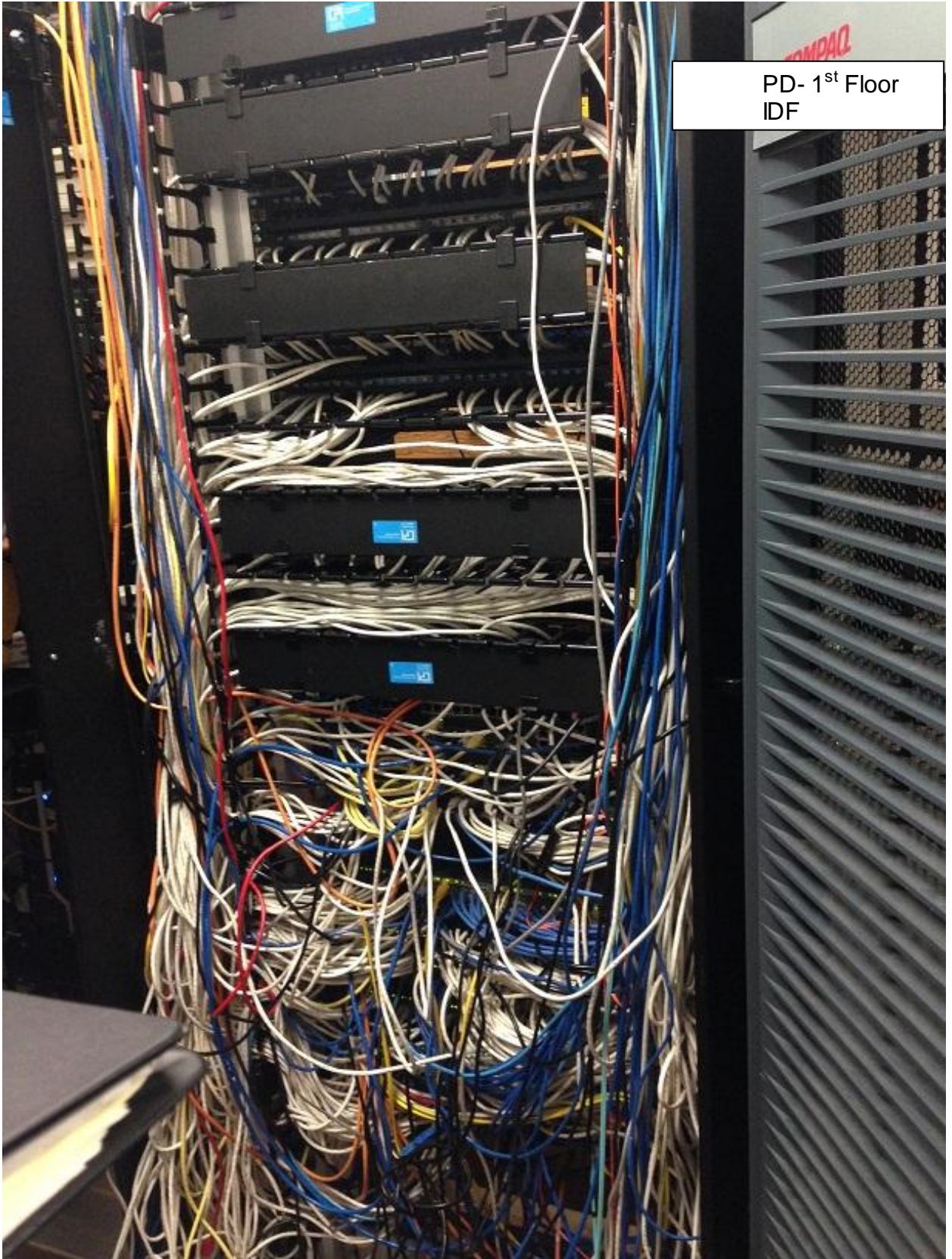
Below are examples of various MDF/IDF cabling that will need to be corrected and/or removed and replaced with new equipment and cable management.





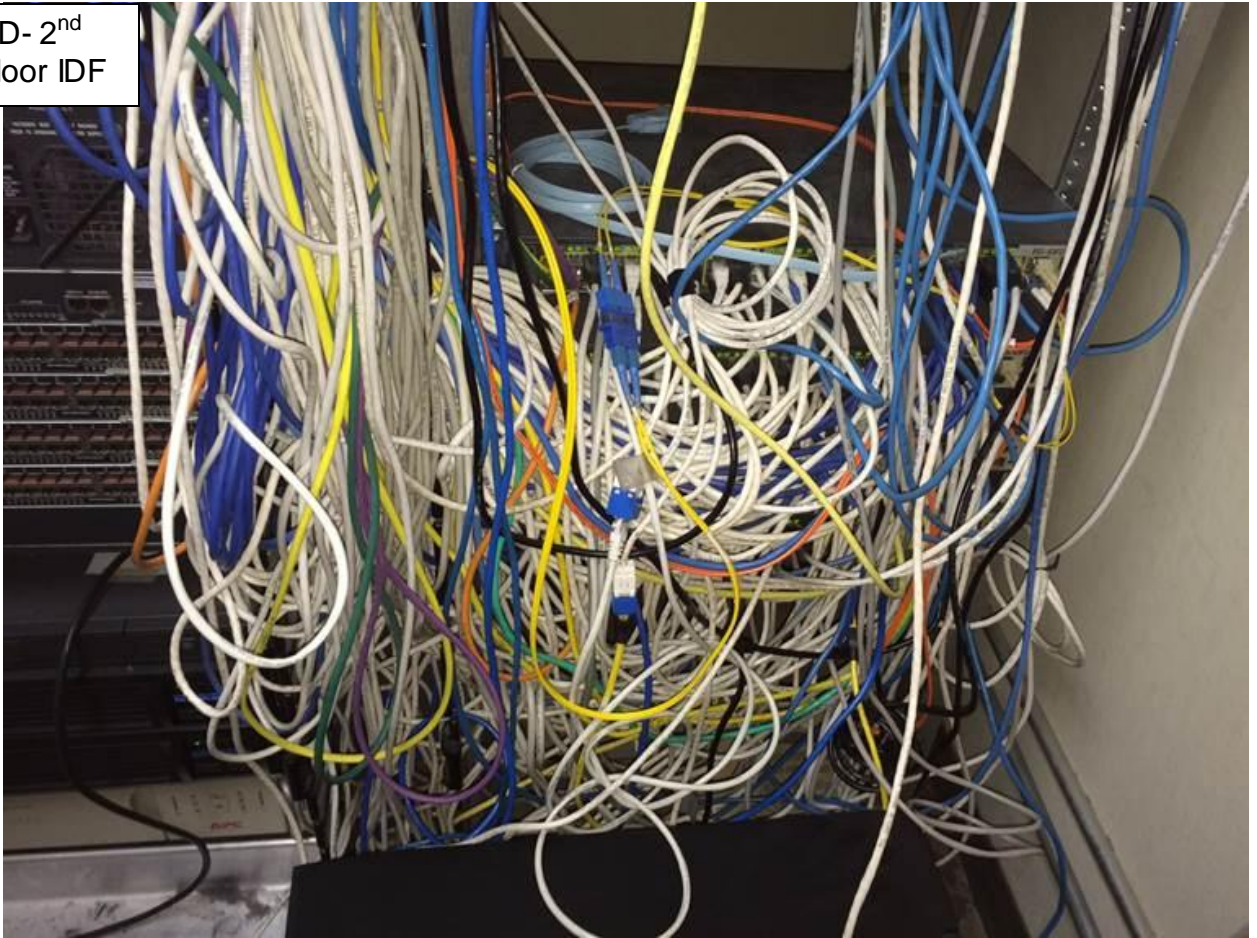






PD- 1st Floor
IDF

PD- 2nd
Floor IDF



3.3 SYSTEM SIZING

The system must be wired, equipped and capable of expansion as described below. Definitions of the terminology used are:

3.3(1) Working: the appropriate number of ports or trunks in use at Cutover.

3.3(2) Equipped: the actual number of ports with all necessary common equipment installed in the system at Cutover. Some of these ports are designated for growth and will not be in use at Cutover.

3.3(3) Wired: cabinet, RMU shelf, back planes, busses, power supplies and other necessary equipment in place and ready to accept circuit cards.

3.3(4) Expansion: the minimum quantity of network ports that can be installed by the addition of more cabinets, etc., but without the use of satellite, slave or other sub-systems, without changing the CPU, or without changing the generic software.

3.4 SYSTEM SIZING (BY SITE)

City Hall - 777 B STREET		
Description	Current	Expansion
Network infrastructure Ports- Datacenter	480	48
1 st Floor	192	48
2 nd Floor	144	48
3 rd Floor	144	48
4 th Floor	144	48

AIRPORT - EXECUTIVE 20301 SKYWEST DR.		
Description	Current	Expansion
Network infrastructure Ports	96	0

FACILITIES DIVISION/LANDSCAPE MAINTENANCE DIVISION – 16 BARNES COURT		
Description	Current	Expansion
Network infrastructure Ports	48	24

ANIMAL SERVICES – 16 BARNES COURT		
Description	Current	Expansion
Network infrastructure Ports	48	24

EQUIPMENT MANAGEMENT/STREETS & TRAFFIC SERVICES DIVISION/WATER DISTRIBUTION – 24505 SOTO ROAD		
Description	Current	Expansion
Network infrastructure Ports	48	24

UTILITIES/WATER POLLUTION SOURCE CONTROL- 24499 SOTO ROAD		
Description	Current	Expansion
Network infrastructure Ports	72	24

FIRE DATA/VOICE #1 – 22700 MAIN STREET		
Description	Current	Expansion
Network infrastructure Ports	48	48

FIRE DATA/VOICE #2 – 360 WEST HARDER ROAD		
Description	Current	Expansion
Network infrastructure Ports	24	0

FIRE DATA/VOICE #3 – 31982 MEDINAH STREET		
Description	Current	Expansion
Network infrastructure Ports	24	0

FIRE DATA/VOICE #4 – 27836 LOYOLA AVENUE		
Description	Current	Expansion
Network infrastructure Ports	24	0

FIRE DATA/VOICE #5 – 28595 HAYWARD BLVD.		
Description	Current	Expansion
Network infrastructure Ports	24	0

FIRE DATA/VOICE #6 – 1401 WEST WINTON AVE.		
Description	Current	Expansion
Network infrastructure Ports	24	0

FIRE DATA/VOICE #7 – 28270 HUNTWOOD AVENUE		
Description	Current	Expansion
Network infrastructure Ports	24	0

FIRE DATA/VOICE #8 – 25862 FIVE CANYONS PKWY.		
Description	Current	Expansion
Network infrastructure Ports	24	0

FIRE DATA/VOICE #9 – 24912 SECOND STREET		
Description	Current	Expansion
Network infrastructure Ports	24	0

FIRE TRAINING CENTER – 1401 W. WINTON AVENUE		
Description	Current	Expansion
Network infrastructure Ports	24	0

MAIN LIBRARY – 835 C STREET		
Description	Current	Expansion
Network infrastructure Ports	144	0

WEEKES LIBRARY –27300 PATRICK AVENUE		
Description	Current	Expansion
Network infrastructure Ports	96	0

POLICE DEPARTMENT – 300 WEST WINTON AVENUE		
Description	Current	Expansion
Network infrastructure Ports – Datacenter	384	192
2nd floor	192	96

HESPERIAN WIRELESS/MICROWAVE SITE – 28471 HESPERIAN BLVD.		
Description	Current	Expansion
Network infrastructure Ports	8	0

GARIN WIRELESS/MICROWAVE SITE – 935 GARIN WAY		
Description	Current	Expansion
Network infrastructure Ports	16	0

WALPERT WIRELESS/MICROWAVE SITE – 14 NAVAN LANE		
Description	Current	Expansion
Network infrastructure Ports	16	0

WATER POLLUTION CONTROL FACILITY – 2690 ENTERPRISE AVENUE		
Description	Current	Expansion
Network infrastructure Ports	80	24

Total Network infrastructure Ports = 2,616

3.5 WIRELESS

CoH has an operational 802.11a/b/g/n backbone bridged network. Proposers should ensure their Network infrastructure solution could continue to operate utilizing the CoH's 802.11a/b/g/n wireless network infrastructure in the event of a fiber or T1 primary route failure. A network map representing the wireless infrastructure deployment is included in Section 8 – CoH Attachments.

Proposers must provide a detailed overview of the degree to which their proposed Network Infrastructure integrates with the standard wireless networks including Network infrastructure. Additionally, Proposers will include in the overview the future integration plans for their Network Infrastructure product as the 802.11 industry standard continues to evolve.

SECTION - 4 PROPOSAL DOCUMENT

4.1 PROPOSER BACKGROUND & HISTORY

Please describe fully and completely the background and history of your firm and why you are qualified to provide the equipment and services set forth in this RFP.

4.2 PROPOSER EXPERIENCE REQUIREMENTS

CoH requires that each Proposer have experience with furnishing and installing at least (5) Network infrastructure systems similar in size and scope, such as with distributed geographic locations, as the City of Hayward's project. CoH requires that experience to include a minimum of five (5) government (City, County, School Districts, State, etc.,) entities in the last three years, in California, preferably the Bay Area. In the reference section, the government references must be shown, but other non-government, but similar installs, may be shown.

4.3 DOCUMENTED PROPOSER EXPERIENCE

Describe fully and completely your experience with providing the equipment and services included in this RFP. Please indicate the length of time you have been providing these services to public and private sector customers. For each such occasion, provide a brief description of services provided.

4.4 KEY PROJECT PERSONNEL

- a) Please identify all key personnel who will perform and deliver the services in this RFP to CoH. Please provide the resume of each employee you identify. These must include but not be limited to the overall project manager, the lead or senior installation/system technician, the lead or senior software specialist, the lead or senior software designer/software associate, proposed systems trainer(s), and any other key implementation team members. All project personnel must be local to CoH, e.g., have permanent operations within 50 miles of CoH.
- b) List all companies that will participate as part of the Proposer's team (if applicable). Include any Partners, Joint Venture Partners, Subcontractors, etc. The information required must be provided as a consolidated team response.
- c) CoH expects continuity of all key team members of the Proposer's team for the duration of the project. Any replacement of the key team members must be approved 30 days in advance of any proposed project team changes by CoH in writing.

- d) All project personnel identified and retained by Proposer must be able to pass a background check. This is a requirement for personnel who will be working in sensitive areas within public safety operations.
- e) All technicians assigned to implement CISCO equipment must be CCIE in voice & data certified. Proposers must have on staff an MCSE 2003 Certified Engineer. There will be no exceptions to this requirement.

4.5 PROPOSER COMPANY INFORMATION

4.5(1) Proposer Company Structure

- a) Name, Address, Network Number, Facsimile Number, email address and web site of Proposer:

- b) Name, Title, Business Address, E-mail Address, Network Number and Facsimile Number of person responsible for submitting this proposal:

- c) Name, Title, Business Address, E-mail Address, Network Number and Facsimile Number of the contact person regarding this proposal if different from above:

- d) Description of Proposer (Corporation, Partnership, Joint Venture, etc.):

- e) If incorporated, the state of incorporation, the date of incorporation and a list of current officers of the corporation.

- f) Is Proposer now qualified to do business in the State of California?

- g) Will the Proposer comply with all FCC and CPUC regulations, requirements, and standards?
- h) When was your company established?
- i) How long has it been operating in this geographical area?
- j) Where is your home office?
- k) Where are the local /branch service offices?
- l) Number of employees in the company?
- m) Location[s] from which employees will be assigned to this project.
- n) California contractor's license number, monetary limit and classification, if any.
- o) Is the company independent or a division or subsidiary of a larger company?
- p) If the company is independent, is it publicly or privately owned?
- q) If the company is a division or subsidiary, what is the name of the parent?
 - 1) If a subsidiary, is it wholly or partially owned?

- 2) What are the total assets devoted to the data/voice industry segment of your business?

4.6 FINANCIAL STATUS

Please attach a description of Proposer's financial status that is sufficient to enable CoH to evaluate the financial qualifications of the Proposer and to determine if the Proposer meets the minimum eligibility requirements. The description must include, but not be limited to:

- a) At least three financial/credit references, one of which must be a bank that has handled financial matters for the proposing entity or its principles for a period of not less than two (2) years, and the other two references must be financial institutions that have provided construction and permanent financing for proposing entity's previous projects. All credit reference information must include (a) the full name and address of the financial institution; (b) the name and network number of a contact person within that financial institution, (c) the duration of time over which the financial institution has extended credit to the proposing entity; and (d) the nature of the credit extended to the proposing entity.
- b) Insurance References, including a letter of reference and the full name and address of the insurance company as well as the name and network number of the contact person.
- c) Has Proposer any present overdue indebtedness to any government unit or agency, or any outstanding claim or demand of indebtedness? If so, please specify.

Has Proposer filed for bankruptcy within the last 5 years? If so, please describe the current status.

Please provide present credit rating information (specify if other than Dun and Bradstreet, Inc.).

Please provide a current audited financial report in Section 12 of your response.

4.7 OPERATING EXPERIENCE

Provide a statement of history of the Proposer's relevant data/voice project experience in the past five years, including emphasis on the following:

- a) Developing systems of comparable size and complexity.
- b) Operating systems of comparable size and complexity.
- c) Give details of the management approach to serving these systems.

- d) Installation and management of these systems
- e) Installation and management of data/voice systems for local government and/or first responders.
- f) Developing detailed project plans, or project scope of work documents. The CoH will require that such a document be provided that outlines in detail the roles and responsibilities of their project team, the dates, times & activities that will take place throughout the implementation, and contingency plans should issues arise during the project.

Provide a brief description showing the location, organizational structure, development concept, financing methodology, and timetable for each relevant project (to a maximum of 5). Indicate the current status of each project and provide a customer contact, address, and network number for each project.

Describe your experience with Network infrastructure system solutions. Include market share, industry recognition, awards, etc.

Describe your multi-vendor support capability. Include both data and voice.

4.8 NETWORK INFRASTRUCTURE SYSTEM PROPOSAL

4.8(1) Architecture

Describe your Network infrastructure system architecture including:

- a) Processors / Servers
- b) Gateways / Port Networks
- c) Connectivity to existing data networks
- d) Networking arrangements for multiple sites

Please provide a connectivity diagram with the narrative of your system architecture. The diagram must have detail down to individual components. The diagram must also be provided in electronic format in MS Visio.

Which operating system is used on the proposed Network infrastructure system?

Is it an industry standard operating system?

Describe the advantages of your operating system versus others available in the market.

Describe the ability of your IP offering to support any type of port circuit interface, both IP and non-IP.

Provide a list of the port circuit packs your system supports and the number of ports supported by each circuit packs or modules.

4.8(2) Quality of Service (QoS)

In order to ensure Quality of Service for Network infrastructure calls, can you specify a Network infrastructure bandwidth limit between any pair of IP network regions and refuse calls that would cause the limit to be exceeded?

How does your system handle Type of Service (ToS)?

Describe prioritization for usage in events of congestion.

Describe your support for the Layer 2 IEEE 802.1p standard Class of Service packet tagging for Ethernet Prioritization to enable network equipment to recognize higher-priority packets, such as voice packets, and send those through first.

Describe your support for Layer 3 Differentiated Services (DiffServ) packet marking with “forwarding class” information used by network devices as they pass packets along.

Describe your support for Resource ReSerVation Protocol (RSVP) for reservation of network resources for the duration of a high-priority voice call.

Do your endpoints support both RSVP as well as Diffserv? This allows RSVP signaling to be performed over the router interfaces that can protect flows on links susceptible to overloading, while the DiffServ configuration can provide prioritization within the network core.

Describe the ways you can provide monitoring for Quality of Service of Network infrastructure.

Can this be exposed in a simple network management protocol (SNMP) management information base (MIB) for easy access with traditional network management system applications?

Does your Network infrastructure monitoring application include a graphical client that allows data to be easily interpreted with graphs and tables to help with problem isolation and status monitoring? Please illustrate.

A network readiness assessment will be required prior to implementation. Please describe the process. What reports and data are provided to help us assess whether our network can support Network infrastructure or what improvements must be made? What is the cost of this assessment?

4.8(3) Redundancy, Resiliency, Reliability

The system must provide a minimum reliability and availability of 99.999%.

Describe how this is achieved at the core and at the edge.

Describe the redundancy and backup capability and options of your offering. Include a description of how this works across the whole product range.

The proposed IP solution must have a power back up system. Please describe your options.

What features are supported in fail over mode on each product?

If it fails what is the impact to the registered networks? What is the impact to networks?

Describe what features are not available when a remote site is in fail-over mode compared to normal operation.

If the system is in fail-over mode, will networks lose any or all features?

Can our remote locations survive and continue with full feature functionality if the primary central system is unavailable for any?

Describe how survivable remote locations are protected from both WAN failures and router failures.

When configurations are saved at the primary, are they automatically propagated to survivable remote locations?

If the system is in fail-over mode, is your restoration to normal service manual or automatic? Describe the benefits of your choice.

Describe any single points of failure for the solution as proposed.

4.8(4) Scalability and Performance

Describe the scalability of your systems. Include maximum capacities.

4.8(5) Networking

Explain how the proposed systems' Network infrastructure system application will interface with existing CoH data/voice networks.

4.8(6) COS

Class of Service (CoS) mechanisms reduce flow complexity by mapping multiple flows into a few service levels. Network resources are then allocated based on these service levels, and flows can be aggregated and forwarded according to the service class of the packet. Converged networks must ensure that voice packets are handled in such a way as to guarantee that they will reach their destination with allowable amounts of latency, jitter and loss. Proposers must ensure their Network infrastructure solution provides for CoS network control mechanisms.

4.8(7) Standards

Does your system support Cisco Voice VLAN propagation? Does your system employ proprietary protocols for the networks to learn their voice VLAN or is an industry standard used?

Does your system employ a proprietary method to power your IP networks or are industry standards supported? Describe your support for power over Ethernet. Include standards supported including the IEEE 802.3af specification. Describe current, future and retrospective compatibility of all equipment.

Describe your IP signaling capabilities and their conformance to standards. Clearly identify open or international standards versus proprietary standards. (Note: standards supported by a single vendor do not qualify as open or international, regardless of market share. They are, by definition, proprietary.)

Describe your operating system(s) and platforms. Are they open industry standard systems or proprietary (see definition above)?

Describe your ability to provide Layer 2 and Layer 3 QoS on the IP endpoints ensuring end-to-end quality of service. What standards do you employ?

Does your IP offering support other networking services such as TFTP, DHCP, DNS, etc.?

Describe your support for using separate VLAN's for data/voice traffic.

Describe your standards based support for VLAN's. Is this independent of the brand of Ethernet switch?

Is your Network infrastructure offering in general reliant on a specific manufacturer's switches and routers? Does your Network infrastructure solution require that all switches and routers in our network be from a specific manufacturer? If so, will implementation of the proposed solution require replacement of any components in our current structure? Please be sure to include additional costs and a detailed description of the network infrastructure replacement equipment required in the pricing for your solution.

What vendors have you done compatibility testing with?

List the standards bodies the manufacturer/company actively participates in.

4.9 PROPOSED SYSTEM INFORMATION

4.9(1) Switch Architecture

Manufacturer:

Model designation:

Software Product Name:

Software version (feature package, release, etc.):

- a) Please specify/describe the Network infrastructure functionality being proposed:
- b) Is the proposed software the latest generic offered on the system?
Yes ____ No ____ If No, the latest generic is _____

Switching Technology:

- a) Control type: Distributed ____ or Centralized _____
- b) Network type: Space ____ Time ____ or Space/Time _____
- c) Transmission: Analog _____ Digital _____
- d) Modulation (PAM, PCM, Delta, etc.): _____

4.9(2) Operating Environment

Temperature: High ____ Low ____ Optimum ____

Humidity: High ____ Low ____ Optimum ____

Total BTU's per hour produced by all network and support equipment in the switch room:

- The proposed wired configuration: (Show BTU's per hour)
- The minimum specified expansion: (Show BTU's per hour)

Total power consumption of all network equipment in the switch room at peak load:

- The proposed wired configuration: (Show KVa)

- The minimum specified expansion: (Show KVa)

Specify other main data room requirements:

- a) Electrical (number of circuits, voltage, amperage and phases of each, and number of each type of electrical outlet)
- b) NEMA outlet requirements
- c) Lighting (type and intensity)
- d) Air Conditioning (additional)
- e) What environmental services (cooling, lighting, electrical and backboards) will be required in satellite closets?

Provide with the Proposal Document the following diagrams of the main data room(s) (MDF & IDF's for each site) layout for the proposed systems and electrical outlets. These diagrams must be provided in hardcopy and softcopy in VISIO format:

- Post-Cutover

4.9(3) Disaster Recovery Considerations

Power failure restart-what is the system's method of maintaining or restoring memory in the event of a system failure?

For how long is memory protected, assuming that UPS or other battery plant is depleted?

How long does it take (minutes) to restore the entire system? (at Cutover configuration?)

Are recent moves and changes automatically updated when power is restored?

Yes ____ No ____

Describe the batteries and associated equipment supplied:

4.9(4) Potential System Down Time

Must the system be shut down to:

- | | |
|-----------------------------------|------------------|
| a) Install new software generics? | Yes ____ No ____ |
| b) Add data cards? | Yes ____ No ____ |
| c) Add a cabinet? | Yes ____ No ____ |

4.9(5) Interfaces with Other Equipment

Is the proposed system compatible with other systems as specified in Sections 3 & 4?

Describe any exceptions to any of the required interfaces, attaching pages as necessary.

System: _____

Exceptions: _____

4.10 PROPOSER MAINTENANCE INFORMATION

Will the switching equipment manufacturer provide a written guarantee for the provision of replacement parts as well as maintenance and installation services for a minimum period of five years from the date of System Acceptance?

Yes ____ No ____

If this guarantee is not available, what guarantee of continued maintenance, installation and replacement parts can the Proposer and/or manufacturer provide?

4.11 INSTALLATION INTERVALS

What is the normal installation interval for the proposed network system from the time a Contract is signed until Cutover? _____ calendar days

What is the minimum acceptable interval? _____ calendar days

What is the scheduling (lead) time necessary for a minor hardware change to be accomplished (less than 5 networks)? _____

What is the scheduling (lead) time necessary for a major hardware change to be accomplished (5 networks or more)? _____

4.12 SYSTEMS ADMINISTRATOR TRAINING

CoH will require training be provided to Train-the-Trainer representatives. Who will train the systems administrators prior to and during cutover?

CoH will require three (3) new system familiarity sessions to be held at City Hall for employees to see system feature demonstrations. The sessions will be 8 hours in duration and should be included at no charge to the CoH as part of the user-training allowance.

Are all administrator training costs included in the basic system price?

Yes _____ No _____

4.13 REFERENCES

Please list **5 References** for like-size installations (for systems of the same type proposed in this document) installed within the last 2 years. Using the format below, **YOU MUST LIST AT LEAST FIVE (5) LIKE-SIZE INSTALLATION REFERENCES. ALL REFERENCES WILL BE VERIFIED.**

Customer name:
Address:
Network number:
Contact:
Type of System:
Installed lines:
Date installed:

4.14 PRICING REQUIREMENTS

The prices submitted must be for all items specified herein and remain valid for at least 90 days from submission date. Proposers must provide a complete System Design Equipment Configuration Price Schedule for **each** CoH location.

Proposers are to fill-in the spreadsheet (CoH Section 7 – System Design Equipment Configuration Price Schedules. The first page is the totals page where all individual CoH locations are summarized. There are workbooks for each CoH location and Proposers need to summarize the costs for each individual location on the totals summary page. PLEASE NOTE THAT THE WORKBOOK PAGES ARE NOT LINKED. Proposers should ensure that all costs are totaled correctly on the individual location System Design Equipment Configuration Price Schedules.

The System Design Equipment Configuration Price Schedules provides line item detail of all components required to make up the proposed system. The intent of the System Design Equipment Configuration Price Schedules is to uniformly identify the costs to equip each CoH location with the required Network Infrastructure hardware. It is assumed that each Proposer take whatever internal proprietary system configuration and transfer it to the provided System Design Equipment Configuration Price Schedules for each location and summarized for a total system cost. CoH must be able to examine the line item details for each location and for the overall system as a summarized total. Line item detail includes individual component name descriptions, manufacturer part numbers and quantities of each component, and per item pricing for each component. Include an extended cost total that reflects the per item cost total for the item quantity required. Additionally, each line item component **MUST** show the cost to install said component(s). Lump sum installation pricing is discouraged, and may not be accepted. Proposers must include their System Design Equipment Configuration Price Schedules in Section 6 of their responses.

4.14(1) Proposers are reminded that they must include pricing for the following:

- 1) Proposers must also include lease financing options for a three-year lease with a \$1 buyout and a five-year lease with a \$1 buyout.

Proposers are required to submit responses that clearly and accurately present the total cost for the solution they are recommending. Proposers are responsible for ensuring that every required component carries accurate quantities, purchase and installation costs. Proposers are also responsible for presenting clear, accurate and understandable costs per the instructions above. CoH will reject outright any proposal that does not adhere to the Pricing Requirements, or does not reflect accurate costing. **CoH will reject outright any proposal that requires any**

calculations to arrive at a total solution cost. The Proposer's stated costs will be considered most favorable pricing and in all respects final.

4.15 PROPOSAL SIGNATURE

The Proposer's signature affixed hereon and dated shall constitute a certification under the penalty of perjury that:

- a) The Proposer has read and understands all language contained in this entire document.
- b) All information provided by the Proposer is true and complete.

VENDOR'S NAME: _____

ADDRESS: _____

BY: _____ Phone Number: _____
(Please Print Name)

Signature

Title Date

4.16 AGREEMENT – TERMS AND CONDITIONS

Will you comply with all Terms and Conditions of the RFP?

Yes ____ No ____

If no, list terms and conditions that you will not meet in blue bolded font:

4.17 Acknowledgement of Addenda

The receipt of the following addenda to the CoH RFP document, if issued, is hereby acknowledged:

Addendum #: _____

SECTION - 5 TERMS AND CONDITIONS

5.1 THE CONTRACT

This Agreement will be between the CoH of Hayward, its principal place of business at 777 B Street Hayward, CA., and the successful Proposer, with its principal place of business at [insert address] [insert CoH/state].

The Agreement will be effective [insert date]. The Agreement consists of the terms and conditions set forth herein and:

- I. Appendix A CoH's RFP and any addenda issued.
- II. Appendix B Proposer's Response to CoH's RFP
- III. Appendix C Addenda, Clarification Letters, and Change Orders

5.1(1) Scope Of Contract

CoH is purchasing from Proposer a turnkey network refresh to update all current network equipment.

5.1(2) Obligation to Perform

Time is of the essence for accomplishing the scope of work under this Agreement. If Proposer fails to meet the timeline set forth in Appendix A and agreed to by the Proposer in Appendix B, Proposer will jeopardize CoH's schedule for updating the network equipment. In addition, CoH's special and unique public health and safety obligations require that Proposer perform under this Contract in a manner which does not jeopardize the availability of data/voice services to all CoH staff 24 hours a day, 7 days a week. Therefore, Proposer is also obligated to continue to perform under this Agreement, notwithstanding the nature of any claim Proposer may lodge against CoH. If Proposer suspends performance for any reason whatsoever, CoH will be entitled to secure substitute performance. Proposer will indemnify CoH for any damages CoH incurs in securing substitute performance in the absence of Proposer's suspension of or refusal to perform.

5.1(3) Labor Disputes

Each party must notify the other promptly in the event of any actual or potential labor dispute, which might or will delay the timely performance of the Work.

5.2 DEFINITIONS

Whenever the following terms, or pronouns in place of them, appear in the Contract Documents, they shall be defined as set forth in this section. Working

terms having a masculine gender, such as "workman" and "flagman" and the pronoun "he," are used for the sake of brevity, and are intended to refer to persons of either sex.

Unless the context clearly indicates otherwise, the following terms have the following meaning:

5.2(1) Acceptance: The formal written Acceptance by CoH Representative of all Contract work that has been completed in all respects in accordance with the Contract Documents.

5.2(2) Acceptance Period: forty-five (45) calendar days following the completion of system installation by the Proposer.

5.2(3) Addenda: Written interpretations or revisions to any of the Contract Documents issued by CoH before the bid opening.

5.2(4) As Approved: The words "as approved," unless otherwise qualified, will be understood to be followed by the words "by CoH Representative" for conformance with the Contract Documents."

5.2(5) Attorney: CoH Attorney

5.2(6) Board: The City Council for the CoH of Hayward.

5.2(7) Change Order: An order authorized by CoH and issued to the Proposer amending the Contract Documents. An "Approved Change Order" is an order signed by CoH Representative. An "Executed Change Order" is an order signed by CoH Representative and the Proposer.

5.2(8) Contract: The written Agreement covering the performance of the work. The Contract must include the Contract Documents and all supplemental Agreements. Supplemental Agreements are written Agreements covering alterations, amendments, or extensions to the Contract, including Change Orders.

5.2(9) Contract Completion: The date upon which CoH Representative determines that the entire work has been completed (including system Acceptance Period) in compliance with the Contract Documents. (See Substantial Completion also.).

5.2(10) Contract Documents: The Contract Documents consist of these Terms and Conditions, CoH's Request for Proposal [RFP, Appendix A], Proposer's Response to the RFP [Appendix B], Addenda, Clarification Letters, and Change Orders [Appendix C].

5.2(11) Proposer: The individual, firm, partnership, corporation, or combination thereof who enters into the Contract with CoH.

- 5.2(12) Days:** Unless otherwise designated, "days" will be understood to mean calendar days.
- 5.2(13) General Notes:** The written instructions, provisions, conditions, and other requirements appearing on the Contract RFP specifications, and so identified thereon, which pertain to the performance of the work.
- 5.2(14) Legal Holidays:** Those days designated as State or Federal holidays or declared by the CoH.
- 5.2(15) Liquidated Damages:** The amount prescribed in the Contract Documents to be paid to CoH or to be deducted from any payments due or to become due the Proposer for any delay in completing all, or any specified portion, of the work.
- 5.2(16) Letter of Intent:** A written notice given by CoH to the Proposer stating the date on which the Contract time will commence.
- 5.2(17) Office of CoH:** Whenever reference is made to the Office of CoH or CoH's office, such reference must be deemed made to CoH's office at its main location: 777 B Street Hayward, CA.
- 5.2(18) Owner:** The City of Hayward (CoH), acting by and through its City Council.
- 5.2(19) Project:** The work required by the Contract.
- 5.2(20) Specifications:** Those portions of the Contract Documents consisting of written descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the work and certain administrative details applicable thereto.
- 5.2(21) Subcontractor:** A person, partnership, corporation, or other entity contracting with the Proposer including Subcontractors of all tiers of the Proposer's Subcontractors to perform a portion or portions of the work or provide materials.
- 5.2(22) Substantial Completion:** The date upon which CoH Representative determines that the work has been sufficiently completed to permit beneficial use of the site for its intended purposes.
- 5.2(23) Work:** The word "work" includes all material, labor, tools, equipment, and services necessary to perform and complete the Contract.

5.3 SCOPE OF SERVICES

5.3(1) General Scope of Work

CoH has requested and Proposer has agreed to provide data/voice products and services which are set forth with specificity in Proposer's response to CoH's RFP [Appendix B, Section 3]. Proposer must provide all labor, materials, equipment and services in strict accordance with the pricing tables set forth in Appendix B, Section 4. Proposer must provide a detailed scope of work and project implementation plan prior to the ordering of equipment.

5.3(2) Site Conditions

The worksites are located at the addresses listed in Section 2.2. CoH will make available copies of floor plans for the intended sites when available. Information made available with respect to conditions at the site is not intended as a guarantee, either expressed or implied, but is furnished for general information only. It is expressly understood that CoH assumes no responsibility as to the sufficiency or accuracy of such information or of the interpretation thereof, or for any deduction or conclusion drawn there from by the Proposer. The information is made available in order that the Proposer may have ready access to the same information as is available to CoH and is not a part of this Contract.

No information derived or not derived from such inspection of records or from CoH Representative or from his assistants or from the maps, plans relative to site conditions will relieve Proposer from properly fulfilling all the terms of this Contract. Nor will this information or lack thereof entitle Proposer to compensation beyond that provided for in the Contract.

5.3(3) Intent of Contract Documents

The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Contract Documents is to describe a functionally complete project, or part thereof. When the Contract Documents describe portions of the work in general terms, but not in complete detail, it is understood that the best materials and general practice must be used, unless otherwise directed. When words that have well-known technical or trade meanings are used to describe material, equipment, or work, such words shall be interpreted in accordance with those meanings.

CoH makes no warranty, express or implied, whatsoever with respect to the Contract Documents.

5.3(4) Examination and Verification Of Contract Documents

The Proposer must thoroughly examine and become familiar with the Contract Documents and determine the nature, location, and local conditions that may affect the work. Failure to make these determinations will not release the Proposer from the obligations of this Contract. No oral agreement or conversation with any consultant or employee of CoH, or with a CoH

Representative, either before or after the execution of this Contract, shall affect or modify any terms or obligations of the Contract.

5.3(5) Differing Site Conditions

The Proposer must promptly, and before such conditions are disturbed, notify CoH Representative in writing of:

- a) Material that the Proposer believes may be hazardous waste under California Health and Safety Code Section 25117 that must be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law,
- b) Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents, or
- c) Physical conditions at the site differing materially from those that would be reasonably expected at the site.

If CoH Representative finds that such conditions do materially differ and will cause an increase or decrease in the Proposer's cost or the time required to perform any of the work under this Contract, an adjustment may be made and the Contract modified in accordance with Change Order procedures. In the event of any dispute between CoH and the Proposer over the significance or existence of differing conditions, the Proposer will not be excused from the scheduled completion date, but may retain the rights provided in these Contract Documents.

No claim of the Proposer will be allowed unless the Proposer has given the notice required by this Section. No claim by the Proposer for an adjustment hereunder will be allowed if asserted after final payment under this Contract.

Proposer and CoH agree that items (a), (b), and (c) above constitute the only conditions for which Proposer may receive extra compensation or time extension for inaccurate representations in the Contract Documents.

5.3(6) Changes Required In the Execution or Implementation of The Work

The Proposer must promptly notify CoH Representative in writing of:

- a) Any provisions as indicated, or Change Orders which, if implemented, would prevent Proposer's compliance with the RFP specifications,
- b) Any specified equipment which, if installed, would prevent Proposer's compliance with the RFP specifications, or

- c) Any provisions as indicated which, if implemented, would create disruption, delay, or inefficiency in the work not reasonably anticipated by the Contract Documents.

If CoH Representative finds that, as indicated, implementation would create conditions inconsistent with the RFP specifications or Specifications, adjustments may be made and the Contract modified in accordance with Change Order provisions set forth herein. In the event of any dispute between CoH and the Proposer over the significance or existence of implementation conditions, the Proposer will not be excused from the scheduled completion date set forth herein.

No claim of Proposer under this Section will be allowed unless the Proposer has given the notice required by this Section, except CoH may extend the prescribed time. No claim by Proposer for any adjustment hereunder will be allowed after final payment under this Contract.

5.3(7) Changes in the Work

CoH may make alterations, deviations, additions to, or deletions from the Contract Documents; increase or decrease the quantity of any item or portion of the work; delete any item or portion of the work; and require extra work, all whenever CoH determines that it is necessary or advisable. In the case of any ordered extra work, CoH reserves the right to furnish all or portions of labor, material, and equipment, as CoH deems advisable. The Proposer must accept and use the labor, material, and equipment furnished by CoH and will receive no payment for costs, markup, profit, or otherwise for such CoH-furnished labor, materials, and equipment.

Any changes will be set forth in a written Change Order issued by CoH. The Change Order will specify: (1) the work to be performed in connection with the change to be made; (2) the amount of the adjustment of the Contract price, if any, and the basis for compensation for the work ordered; and (3) the extent of the adjustment in the Contract time, if any. A Change Order will not become effective until the CoH Representative has signed it; when signed by CoH Representative it is an approved Change Order.

No changes or deviations from the Contract Documents will be made without the authority of an approved Change Order, except that in cases of emergency CoH Representative may direct a change in writing. Upon receipt of such written directive, the Proposer must proceed with the ordered work and CoH Representative will prepare a written Change Order for approval and issuance to the Proposer as soon thereafter as practicable.

Upon receipt of an approved Change Order, the Proposer must promptly proceed with the ordered work as directed.

When ordered by CoH Representative, the Proposer must discontinue work in the affected area.

Whenever it appears to the Proposer that a change is necessary, the Proposer must immediately, but no later than five days after becoming aware of the need for a change, notify CoH Representative in writing of the change he believes necessary and the reasons for such change. However, work in the area affected must not be discontinued unless ordered by CoH Representative. Failure to file said notice will bar any claims not reported as provided herein.

Change Orders in excess of the approved limit must be approved by CoH as to form before proceeding with the work.

5.3(8) Request for Quotations for Change in Work

CoH may request quotations for performing proposed changes to the work. Such requests for quotations will not be considered authorization to proceed with the change prior to issuance of an approved Change Order, nor will such request justify any delay in executing existing work. Proposer must, upon such a request, furnish quotations for increases or decreases in the Contract price and the Contract time associated with performing the proposed change. Quotations must be in the form specified by CoH Representative and must include substantiating documentation with an itemized breakdown of Proposer's and Subcontractor's costs, including labor, materials, rentals, services, overhead, and profit. The Contract price includes the cost of preparing such quotations and Proposer will not be entitled to any additional compensation for preparing them.

5.3(9) Proposed Change Order

A Change Order may be presented to the Proposer for his consideration prior to its having been approved by CoH. If the Proposer accepts, in writing, the terms and conditions proposed, and if the Change Order is thereafter approved and issued to the Proposer, it will be considered an executed Change Order as if it had been initially issued to the Proposer as an approved Change Order. CoH need not present a proposed Change Order to the Proposer for his review prior to issuing it as an approved Change Order.

5.3(10) Executed Change Order

An approved Change Order that has been signed by the Proposer is an "executed Change Order." Compensation paid pursuant to Change Orders will comprise the total compensation for the work described. By signing the Change Order, the Proposer agrees that the compensation specified constitutes full compensation for all work, including payment for interruption of schedules, extended overhead, delay, inefficiency, and any other "impact" claim, or "ripple effect" claim, and by signing, the Proposer specifically waives

any reservation or claim for additional compensation in respect to the Change Orders.

5.3(11) Data/voice System Changes

G. Prior to Cutover

From the effective date of this Agreement until 5 calendar days prior to the date scheduled for Cutover, CoH may make changes to the system configuration. Within the Network infrastructure proposed system no hardware changes or changes in the customer data base (software) will be permitted any time within that 5 day window prior to Cutover.

H. Moves Adds and Changes

When CoH desires an addition or deletion to the data/voice system, it shall notify Proposer. Proposer must then submit to CoH with reasonable promptness, Proposer's Change Order for CoH's approval authorizing the change. The Change Order must state whether the change shall cause a change in the Price or the time required by Proposer for any aspect of its performance under the Contract. Proposer must initiate changes on receipt of the signed Change Order. CoH shall not be liable for restocking charges for hardware, which is delivered to the Installation Site but not installed as the result of a Change Order made before or after delivery. CoH shall make reasonable attempts to identify reduced or modified hardware requirements prior to delivery to the Installation Site.

I. Billing

Changes will be billed (in the case of additions) and credited (in the case of deletions) in accordance with Appendix B, Section 4.

J. Minor Changes

Minor software configuration changes such as line class of service, data/voice numbers, line ringing, pick up group arrangements, data base forwarding arrangements, and the like which are required for the "fine tuning" of individual data/voice design will be provided by Proposer to CoH at the quoted T&M rate for the first 30 days after Cutover. CoH or its representative will provide these changes within 24 hours of receipt of a written request for the change. Must the ability of the Proposer to effect said changes be impaired by system malfunction or any other cause, the 30-day period for changes at no charge will be extended on a day-for-day basis for each day that the requested changes are delayed.

K. Additional Data/voice Equipment

Proposer agrees to provide, on request, additional data/voice equipment functionally equivalent to those items acquired under the terms of this Agreement in Appendix B, Section 4 for a period of three (3) years following System Acceptance. Prices for such equipment for lease or sale to CoH must be, for a period of four years after the effective date of this Agreement, the prices then in effect; but in no event must such prices be increased by more than six percent per year, for each year from date of this Agreement to the date of such order. Equipment and services purchased during the warranty period must be priced according to the "add and delete schedule" in the Appendix B, Section 4.

5.3(12) Protest Procedure

If the Proposer disagrees with any terms set forth in an approved Change Order that it has not executed, it must submit a written protest to CoH Representative within 15 days after receipt of such approved Change Order. The protest must state the points of disagreement, Contract Document references, quantities, costs, and other terms involved and must propose a modification of the terms with which he does not agree. If a written protest is not submitted within this 15-day period, terms will remain as set forth in the approved Change Order. Approved Change Orders which are not protested within 15 days will be considered as executed Change Orders and payment will constitute full compensation for all work included therein.

When the protest of an approved Change Order relates to compensation, the Proposer must keep full and complete records of such work and must permit CoH to have access to all records relating to the protested Change Order to determine the compensation payable. The Proposer must cooperate with CoH Representative to reach agreement at the earliest practical date on modified terms for the Change Order. When agreement on modified terms has been reached, a revised Change Order may be approved by CoH and issued to the Proposer for signature. Unless and until CoH and Proposer agree upon other terms incorporated in a revised Change Order, the terms will remain as specified under the protested approved Change Order.

5.3(13) Continuance Of Work

Disagreement by the Proposer with CoH's determination of the need for, or amount of, an adjustment in Contract price or Contract time associated with an approved Change Order (or disagreement by the Proposer with CoH's determination that a change has not occurred and no Change Order is needed) will not, under any circumstances, relieve the Proposer from its obligation to promptly begin and diligently prosecute the work, including the change, as described in the approved Change Order.

5.3(14) Extension of Time Not A Waiver

Neither an extension of time, for any reason beyond the date fixed herein for the completion of the work, nor the performance nor Acceptance of any part of the work called for by the Contract will be deemed a waiver by CoH of the right to abrogate this Contract for abandonment or delay in the manner provided herein.

5.3(15) Field Changes

Conditions may arise during the prosecution of the work necessitating minor variations in the RFP specifications. In order to address these conditions, CoH may make minor alterations, deviations, or changes to the RFP specifications, without affecting any of the material or basic terms of the Contract, including the Contract price, schedule for performance, or other terms. Such minor alterations, deviations, or changes must be documented in a Field Change. Proposer agrees to make the specified change at no additional cost and without an alteration in the schedule of performance or other terms and conditions of the Contract.

5.3(16) Preservation and Cleaning

The Proposer must clean up the work at reasonable intervals and as directed by CoH Representative. While finish work is being accomplished, areas must be kept clean, free of dust, debris, and trash.

Before final inspection of the work, the Proposer must clean the project site, material, and all ground occupied by him in connection with the work, of all rubbish, excess materials, false work, temporary structures, and equipment. All parts of the work must be left in a neat and presentable condition. Final cleaning includes washing, dusting, and sweeping, as applicable, of all finished surfaces. Full compensation for final cleaning up will be considered as included in the prices paid for the various Contract items of work and no separate payment will be made therefore.

5.3(17) Guaranty of Work

Notwithstanding inspections and Acceptance by CoH, the Proposer warrants to CoH that all onsite infrastructure, equipment, network materials, network equipment, switching equipment, consoles, network instruments and all ancillary and support equipment will be new, the work will be free from defects in material or workmanship and that the work will conform to the requirements of the Contract Documents. Used or reconditioned equipment is not acceptable. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Proposer must provide upon request a letter from the manufacturer assuring that all equipment and components of the System are "new build" and are not used or reconditioned. This warranty by the Proposer is in addition to any

warranties or guarantees required by Proposer of the manufacturer or supplier and supercedes any disclaimers, or limiting or conditional terms contained in such separate warranties furnished by manufacturers or suppliers.

In addition, effective at the time CoH tenders final payment to the Proposer, Proposer assigns to CoH all rights that Proposer may have against any manufacturer or supplier for breach of warranty or guaranty relating to the work performed by Proposer and Proposer must execute any documents of assignment that CoH requests. Proposer's said assignment will not relieve or excuse it from responsibility for breach of warranty to CoH. Proposer's assignment will be deemed effective only upon CoH's exercise of its rights thereunder and CoH agrees not to exercise such rights so long as Proposer promptly takes all actions to remedy the breach of warranty or guarantee. CoH is not required to proceed against or seek redress from a manufacturer or supplier, but may proceed directly against the Proposer, and/or the manufacturer or supplier for breach of warranty or guarantee.

5.3(18) Correction of Work during Warranty Period

If, within one year after the date of Acceptance, CoH finds that any of the work does not conform to the Contract Documents, the Proposer must promptly correct it upon receipt of notice to do so and pay for any damage to other work or property resulting there from. If the Proposer fails to act promptly, or in an emergency when delay could cause risk of damage or loss, CoH may have the nonconforming work corrected at the expense of the Proposer and its surety. The corrected work will be subject to an extended warranty obligation for a period of one year after the nonconforming work has been corrected.

Nothing contained in this Paragraph will be construed to establish a period of limitations to other obligations, which the Proposer may have under the Contract Documents. Establishment of the period of one year herein applies only to the specific obligation of the Proposer to correct the work.

5.4 CONTROL OF WORK

5.4(1) Authority of CoH Representative

CoH Representative will decide all questions about the quality or the acceptability of materials furnished and work performed and about the manner of performance and rate of progress of the work; all questions about the interpretation of the Contract Documents; all questions about the acceptable performance of the Contract by the Proposer; and all questions about compensation. CoH Representative will have authority to reject work that does not conform to the Contract Documents. His decision will be final

and he has authority to enforce and make effective such decisions and orders which the Proposer fails to carry out promptly.

CoH Representative may (1) extend the time to complete the work, (2) assess liquidated damages, and (3) accept the work as complete.

5.4(2) Coordination and Interpretation of Contract Documents

In the event of inconsistencies between requirements contained in different components of the Contract Documents, unless a contrary intent is evident, the CoH documents will govern.

Should it appear that the work or method of performing it is not sufficiently detailed or explained in the Contract Documents; the Proposer must apply to CoH Representative for such further written explanations and must conform to any direction given. CoH Representative will resolve questions regarding the meaning of Contract Documents.

5.4(3) Compliance with Contract Documents

CoH Representative will be the sole judge of whether the work or materials conform to the Contract Documents. The Proposer must submit such satisfactory evidence of compliance as CoH Representative may require for materials. The Proposer must also submit those additional calculations, descriptions, and other information deemed necessary by CoH Representative.

5.4(4) Submittals

The Proposer must furnish correct material lists required by this Contract.

Submittals are required for work and materials (1) listed in the Specifications, (2) proposed as substitutions for specified items, and (3) as required by CoH Representative. Unless CoH Representative otherwise agrees or unless otherwise provided in the Specifications, the Proposer must submit a list of all proposed submittals within 10 calendar days after receiving Letter of Intent.

5.4(5) Working Hours

Work must be performed in a manner that will cause the least amount of inconvenience to the public and CoH's operation of the CoH. When work is performed at night, the work area must be lit to the satisfaction of CoH Representative with lighting equipment that does not interfere with aviation or other traffic safety.

5.4(6) Scheduling Work to Accommodate Special Conditions

The Proposer's Schedule must include the hours during each scheduled workday that the Proposer plans to accomplish the tasks scheduled for that day. Proposer is directed to schedule tasks that can interfere with the normal operation of the CoH or inconvenience the public at times when his work will have minimal impact on either the CoH operations or the public. Proposer must notify CoH Representative at the beginning of the project of the normal hours during the day that the work will be performed.

Whenever the Proposer varies the scheduled hours during one day that work is performed, or performs work on a legal holiday, Saturday, or Sunday, notice of the Proposer's intention to do so must be given to CoH Representative at least 24 hours in advance thereof. CoH Representative may, in the event that the Proposer fails to give such notice, reject the work performed during said times and require that such work be removed or require the Proposer to show evidence satisfactory to CoH Representative that such work was properly performed.

5.4(7) Locations of Work:

City Hall 777 B Street Hayward, CA 94541	Police Department 300 W. Winton Avenue Hayward, CA 94544	Utilities 24499 Soto Road Hayward, CA 94544
PD North Substation 22701 Main Street Hayward, CA 94541	PD South Substation 28200 Ruus Road Hayward, CA 94544	Animal Srvs/Facilities/Landscape 16 Barnes Court Hayward, CA 94544
Executive Airport 20301 Skywest Drive Hayward, CA 94541	Streets/Fleet Mng./Water Dist. 24505 Soto Road Hayward, CA 94544	Water Pollution Control Facility 3700 Enterprise Avenue Hayward, CA 94545
Main Library 835 C Street Hayward, CA 94541	Branch Library 37300 Patrick Avenue Hayward, CA 94544	Fire Station #1 22700 Main Street Hayward, CA 94541
Fire Station #2/SCBA Bldg. 360 West Harder Road Hayward, CA 94544	Fire Station #3 31982 Medinah Street Hayward, CA 94544	Fire Station #4 27836 Loyola Avenue Hayward, CA 94545
Fire Station #5 28598 Hayward Boulevard Hayward, CA 94542	Fire Station #6/Training Center 1401 W. Winton Avenue Hayward, CA 94545	Fire Station #7 28270 Huntwood Avenue Hayward, CA 94544 (Currently at 28695 Ruus Road)
Fire Station #8 25862 Five Canyons Parkway Castro Valley, CA	Fire Station #9 24912 Second Street Hayward, CA 94542	Hesperian Com. Tower 28471 Hesperian Boulevard Hayward, CA 94544

94552		
Garin Communications Tower 935 Garin Way Hayward, CA 94544	Walpert Communication Tower 14 Navan Lane Hayward, CA 94541	

5.4(8) Familiarity with the Site(s) Presumed

Proposer is presumed to be familiar with the site(s), its conditions and its availability as part of its due diligence when preparing its response to CoH's RFP.

Other CoH activities are anticipated to be in progress on or adjacent to the site(s) before and during the work under this Contract.

5.4(9) Parking

Parking for Proposer's vehicles must be as directed by CoH Representative.

5.4(10) Storage

No equipment or materials may be stored or stockpiled except as directed by a CoH Representative.

5.4(11) Delivery and Risk of Loss

Responsibility for work and materials, shipment of switching or other equipment, conduit or other materials, as are required by Proposer in order to perform under this Agreement must be F.O.B., to the location CoH shall make known. Proposer must be responsible for being at the work location when the shipment is delivered, for inspecting condition of the equipment and moving the equipment to where it will be installed.

Risk of loss or damage to any portion of the switching or other equipment, or other materials Proposer installs while performing under this Contract, shall pass to CoH only upon Acceptance of the system, except where the damage or loss is attributed to Proposer's negligent or intentional acts or omissions.

5.4(12) Proposer Responsibility

The Proposer will be responsible for security of the work and of his equipment at the Project site.

5.4(13) Order of Work

The work must be commenced and carried on at such points and in such order or procedure and at such times and seasons as may, from time to time,

be directed by CoH Representative. The Proposer must schedule and perform his work in such a manner as to cause the least amount of conflict with CoH operations.

5.4(14) Superintendent/Project Manager

Proposer must designate, in writing, before starting work, the name, qualifications, and experience of its proposed project manager/superintendent [Proposer Representative]. Upon approval by CoH Representative, the Proposer Representative must have complete authority to represent and act for the Proposer and must be present at the site of work at all times while work is actually in progress under this Contract. The Proposer must give written notice to CoH Representative prior to any change in its Representative and may not change its Representative without CoH's permission. In reaching its decision, CoH Representative shall review the qualifications of the proffered substitute. CoH's permission will not be unreasonably withheld so long as the replacement manager is as equally experienced and skilled in the implementation of the data/voice systems and the associated work called for under the Contract as the incumbent Proposer Representative and that there is ample overlap time to allow the new representative the opportunity to become familiar with the Project.

The Proposer will be solely responsible for and have control over construction means, methods, techniques, and procedures for providing adequate safety precautions and coordinating all portions of the work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

5.4(15) Equipment

The Proposer must use only equipment suitable to produce the quality of work and materials required, which meet all State and federal safety requirements.

When ordered by CoH Representative, the Proposer must remove unsuitable equipment from the work site.

5.4(16) Emergencies

In an emergency affecting the safety of life, the work, or adjoining property, the Proposer must act at its discretion to prevent threatened injury. The Proposer must also perform such additional work as is required.

5.4(17) Observation of Construction

The Proposer must, at all times, provide CoH Representative and all authorized representatives of CoH safe access to the work and provide every means for ascertaining that the materials and the workmanship are in

accordance with the requirements of the Contract Documents. All work done and all materials furnished will be subject to CoH Representative's on-site and off-site observation.

Observation by CoH Representative will not relieve the Proposer of any Contract obligations.

CoH Representative may re-examine work at any time before final Acceptance. If so ordered, the Proposer must uncover the work. If the work conforms to the Contract Documents, CoH will pay for the cost of removal, and replacing of the parts removed. But if the work does not conform to the Contract Documents, the Proposer will pay those costs.

The Proposer must notify CoH Representative in advance as to those times when no construction activities will take place. Absent such notification, all costs incurred by CoH as a result of attending to the project site at times when no construction is taking place will be charged to the Proposer.

5.4(18) Correction, Removal of Rejected Work

The Proposer must promptly correct work rejected by CoH Representative, whether or not fabricated, installed, or completed, to comply with the Contract Documents. The Proposer will bear the costs of correction including additional testing, inspections, and compensation for CoH Representative's services and expenses made necessary thereby. The Proposer must remove, at his cost, from the site portions of the work that are not in accordance with the Contract Documents.

The Proposer must correct, at his cost, damaged, or destroyed construction, whether completed or partially completed, of CoH or separate Proposers caused by the Proposers' correction or removal of nonconforming work.

Work not required by the Contract or established by CoH Representative will be considered as unauthorized work. Upon order of CoH Representative, unauthorized work must be remedied, removed or replaced at the Proposer's cost.

If the Proposer fails to promptly correct nonconforming or rejected work or to comply promptly with any order of CoH Representative under this Paragraph, CoH may cause such work to be remedied, removed, or replaced and the costs thereof will be deducted from monies payable to the Proposer.

Failure on the part of CoH Representative to reject nonconforming work will not be construed to imply Acceptance of such work.

5.4(19) Final Inspection

CoH's Representative will inspect completed work. The Proposer must notify CoH's representative in writing when it considers the work complete and must request a final inspection.

5.5 TERM OF AGREEMENT

The terms, provisions, representations and warranties contained in this Agreement must survive the delivery of equipment, payment of any lease or purchase price, or transfer of title, and must remain in effect until [insert termination date], the initial period of this Agreement, and must include any extensions of said Agreement, unless terminated for convenience by CoH at an earlier time. In that event, Proposer's obligations and CoH's rights hereunder shall also terminate.

5.6 NOTICES

All notices to CoH under this Agreement shall be deemed duly given if delivered by hand; or three days after posting, if sent by certified mail, return receipt requested to:

Mark Guenther—Technology Services Director
City of Hayward
777 B Street
Hayward, CA. 94541

Or such other address as CoH may designate in writing by notice pursuant thereto.

All notices to Proposer shall under this Agreement be deemed duly given if delivered by hand; or three days after posting if sent by certified mail, return receipt requested, to:

or such other address as Proposer may designate in writing by notice pursuant thereto.

5.7 CONTRACTOR'S LEGAL RESPONSIBILITIES

5.7(1) Laws to Be Observed

The Proposer must keep himself fully informed concerning all requirements of law, including but not limited to all State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Proposer must at all times observe, and must cause all his agents and employees to observe, all such requirements of laws and must protect, indemnify and hold harmless CoH and CoH Representative, and all of their respective officers, agents, and employees against all claims and liabilities arising from or based on the violation of any such requirement of law whether by the Proposer or his employees. If any discrepancy or inconsistency is discovered in the Contract Documents for the work in relation to any such requirements of laws, the Proposer must immediately report the same to CoH Representative in writing. The laws of the State of California must govern the Contract Documents.

If any part of these Contract Documents is declared invalid by a court of law, such decision will not affect the validity of the remaining portion, which will remain in full force.

5.7(2) Labor Code Requirements

Employees are to be paid per the California Labor Code including:

a) Workers' Compensation

Pursuant to the requirements of Section 1860 of the California Labor Code, the Proposer will be required to secure the payment of workers' compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code or provide Federal Employers' Liability Act coverage.

Prior to commencement of work, the Proposer must furnish to CoH evidence of such coverage together with the following verification:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

b) Overtime

Proposer must provide CoH with any required overtime work, both during Cutover and any other time deemed necessary by CoH to accommodate

its normal operations, at no charge beyond the price provided in the Agreement. All such overtime work must be approved by CoH in advance. Proposer's pricing of its labor must include all overtime and premium pay Proposer believes will be necessary to accomplish the tasks set forth in Appendix A, Section 3.

5.7(3) Proposers' Licensing Laws

Attention is directed to the provisions of Chapter 9 of Division 3 of the California Business and Professions Code concerning the licensing of Proposers. All Proposers must be licensed in accordance with the laws of the State of California and any Proposer not so licensed is subject to the penalties imposed by such laws.

5.7(4) Listed Subcontractors

No Proposer may substitute any person as Subcontractor in place of the Subcontractor listed in the original proposal, except that CoH may consent to the substitution of another person as a Subcontractor in any of the following situations:

a) Failure or Refusal to Execute Contract

When the Subcontractor listed in the Proposers response after having had a reasonable opportunity to do so, fails or refuses to execute a written Contract, when that written Contract, based upon the general terms, conditions, for the project involved or the terms of that Subcontractor's written proposal, is presented to the Subcontractor by the Proposer.

b) Insolvency

When the listed Subcontractor becomes bankrupt or insolvent.

c) Refusal to Perform

When the listed Subcontractor fails or refuses to perform his or her subcontract.

d) Failure to Meet Bond/Licensing Requirements

When the listed Subcontractor fails or refuses to meet the bond requirements of the Proposer or is not licensed pursuant to the Proposers License Law.

e) Inadvertent Clerical Error

When the Proposer demonstrates to CoH that the name of the Subcontractor was listed as the result of an inadvertent clerical error.

f) Unsatisfactory Performance

When CoH, or its duly authorized officer, determines that the work performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the RFP, or that the Subcontractor is substantially delaying or disrupting the progress of the work.

5.7(5) Notice of Substitution to Subcontractor

Prior to approval of the Proposer's request for the substitution, CoH, or its duly authorized officer, will give notice in writing to the listed Subcontractor of the Proposer's request to substitute and of the reasons for the request. The notice must be served by certified or registered mail to the last known address of the Subcontractor. The listed Subcontractor who has been so notified will have five working days within which to submit written objections to the substitution to CoH. Failure to file these written objections will constitute the listed Subcontractor's consent to the substitution.

If written objections are filed, CoH will give written notice to the listed Subcontractor of at least five working days before a hearing by CoH on the request for substitution.

5.7(6) Voluntary Assignment

No Proposer may permit the voluntarily assignment, transfer, or performance of a subcontract by anyone other than the original Subcontractor listed in the original proposal, without the consent of CoH, or its duly authorized officer.

5.7(7) Change Orders

No Proposer may, other than in the performance of "change orders" causing changes or deviations from the original Contract, sublet or subcontract any portion of the work in excess of 1/2% of the Proposer's total proposal price, work designated for a Subcontractor in its original proposal.

5.7(8) Environmental Controls

The Proposer must comply with all rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the Contract, including any toxic pollution control rules, regulations, ordinances, and statutes specified by law including, but not limited to, the California Government Code provisions for controlling the pollution of air, water and soil.

The Proposer, is responsible for ensuring that the Proposer's employees, any team members or Subcontractors employed by or working on behalf of Proposer, and the public are protected from exposure to airborne hazards or contaminated water, soil, or other materials used during or generated by activities on the site or otherwise associated with the project. The Proposer,

will be responsible for taking all necessary and appropriate measures to prevent team members, employees, Subcontractors from public exposure to any Toxic Material.

5.7(9) Definition of Toxic Material

Toxic Material, as used in this Contract will mean any flammable, combustible, explosive, infectious, corrosive, caustic, strong sensitizing, carcinogenic or radioactive materials, hazardous wastes, or toxic substances, including without limitation, substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "chemicals known to the state of California to cause cancer or reproductive toxicity" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq.; the Clean Water Act, 33 U.S.C. §1251, et seq.; the Safe Drinking Water Act, 42 U.S.C. §300(f), et seq.; the Superfund Amendment and Reauthorization Act of 1986, Public Law 99-499, 100 Stat. 1613; the Toxic Substances Control Act, 15 U.S.C. §2601, et seq., as amended; those substances defined as "hazardous waste," "extremely hazardous waste," "restricted hazardous waste" or "hazardous substance" in the Hazardous Waste Control Act, §25100 et seq. of the California Health and Safety Code; and those materials and substances similarly described in the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §136 et seq., as amended; the Atomic Energy Act of 1954, 42 U.S.C. §2011 et seq., as amended; CoH Cologne Water Quality Control Act, §13000 et seq. of the California Water Code; the California Safe Drinking Water and Toxic Enforcement Act (Proposition 65); and in the regulations adopted and publications promulgated pursuant to said law.

5.7(10) Hazardous Chemicals and Wastes

The Proposer will bear full responsibility for any release of hazardous or non-hazardous chemicals or substances unless the release directly results from work directed by CoH Representative. The Proposer must immediately report any such release to CoH Representative. The Proposer will be solely responsible for all claims and expenses associated with the response to, removal, and remediation of the release, including, without limit, payment of any fines or penalties levied against CoH by any agency as a result of such release and must hold harmless, indemnify and defend CoH from any claims arising from such release. For purposes of this Paragraph only, the term "claims" shall include (1) all notices, orders, directives, administrative, or judicial proceedings, fines, penalties, fees, or charges imposed by any governmental agency with jurisdiction, and (2) any claim, cause of action, or administrative or judicial proceeding brought against CoH, its directors, or employees, or for any loss, cost (including reasonable attorney's fees), damage or liability, sustained or suffered by any person or entity.

If, in the performance of the work outlined in these Contract Documents, Proposer brings upon CoH property any hazardous wastes, those wastes must be properly disposed of according to federal, state and local laws, at the expense of the Proposer. The Proposer must dispose of the wastes under its own EPA Generator Number. In no event will CoH be identified as the generator. The Proposer must notify CoH Representative of any such hazardous wastes and CoH reserves the right to a copy of the results of any tests conducted on the wastes and, at its cost, to perform additional tests or examine those wastes, prior to its disposition. The Proposer shall hold harmless, indemnify, and defend CoH from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by Proposer.

If Toxic Materials are detected within any excavations by the Proposer, or during soil testing being done by CoH, CoH will obtain all necessary permits and approvals for the removal, transport, and lawful disposal of these materials. The Proposer must notify CoH of any material that the Proposer believes may contain Toxic Materials. CoH will notify the appropriate regulatory agencies, if necessary.

The Proposer shall consider itself bound by the conditions of all required permits, including permits and manifests obtained for the removal, transport, and disposal of Toxic Materials.

5.7(11) Disposal of Material outside the Work Site

Unless otherwise specified in the RFP, the Proposer must make his own arrangements for disposing of materials outside the work site and he must pay all costs involved.

Proposer must release, defend, and indemnify CoH for any claims arising out of its deposit of materials outside the work site.

5.7(12) Payment of Taxes

The Contract prices paid for the work will include full compensation for all taxes that the Proposer is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. Neither tax exemption certificate nor any document designed to exempt the Proposer from payment of any tax will be furnished to the Proposer by CoH, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

The Proposer must withhold and pay any and all sales and use taxes, withholding taxes, whether State or Federal, Social Security taxes, State Unemployment Insurance charges and all other taxes, which are now, or hereafter may be required to be paid or withheld under any laws.

5.7(13) Permits and Licenses

The Proposer must procure all permits and licenses, including those required by CoH ordinances, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

CoH will reimburse Proposer for the cost of all applicable permit and plan checking fees charged Proposer or any Subcontractor of any tier by the CoH but only for the work herein that Proposer conducts on CoH property. No markups will be allowed on these costs. Any charges caused by Proposer or any Subcontractor of any tier's error or negligence or failure to secure permits in a timely manner will not be reimbursed. Any labor or materials, in addition to those described herein or shown on the RFP specifications, rendered necessary to comply with applicable laws, regulations and permits will be performed or furnished by and at the expense of the Proposer. Work that requires a permit shall not be started until such permits are obtained. No payment will be made for any work until copies of all applicable required permits for that work to be procured by Proposer are submitted to CoH Representative.

The Proposer must comply with the provisions of permits obtained by CoH for the work that are listed in the Contract Document.

5.7(14) Proprietary Rights Infringements

The Proposer agrees to indemnify, defend, and hold harmless against any suit, claim, or proceeding alleging that CoH's use of the conduit, facilities and data/voice services Proposer provides under this Agreement is a misuse of proprietary rights or an infringement of any patent, trademark, copyright or other intellectual property right.

In the event that an injunction is obtained against the use of the conduit, facilities and data/voice services Proposer provides under this Agreement, arising from such a suit, claim or proceeding, in whole or in part, Proposer shall, at its option, either: (a) procure for CoH the right to continue use of the System enjoined from use; or (b) replace or modify the same so CoH's use is not subject to any such injunction. CoH shall in no case bear the cost of procuring such rights or modifying the System. Proposer must also refund the sums paid therefore without prejudice to any other rights of CoH or CoH Representative.

In the event that Proposer cannot perform under the preceding Paragraph, CoH shall secure, at Proposer's expense, substitute performance.

5.7(15) Safety Requirements

The Proposer must promptly and fully comply with and carry out, and shall without separate charge therefore to CoH, enforce compliance with the safety

and first aid requirements prescribed by applicable State and Federal laws, regulations, rules, and orders and as may be necessary to the end that work will be done in a safe manner and that the safety and health of the employees and the people of local communities is safeguarded. Compliance with the provisions of this Paragraph by Subcontractors will be the responsibility of the Proposer. All installed material, equipment and structures, without separate charge therefore to CoH, must fully conform with all applicable State and Federal safety laws, rules, regulations, and orders and it must be the Proposer's responsibility to furnish only such material, equipment, and structures, notwithstanding any omission in the Contract Documents thereof or that a particular material, equipment, or structure was indicated.

Upon the failure of the Proposer to comply with any of the requirements of this Paragraph, CoH Representative will have the authority, but not the duty, to stop any operations of the Proposer affected by such failure until such failure is remedied. No part of the time lost due to any such stop orders will be made the subject of a claim for extension of time or for increased costs or damages by the Proposer.

5.7(16) Preservation of Property

Due care must be exercised to avoid injury to existing improvements or facilities, utility facilities, and adjacent property. If such objects are injured or damaged by reason of the Proposer's operations, they must be replaced or restored at the Proposer's expense. The facilities must be replaced or restored to a condition as good as when the Proposer entered upon the work, or as good as required by the Specifications if any such objects are a part of the work being performed under the Contract. CoH Representative may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility. The cost of such repairs will be paid by the Proposer and may be deducted from any monies due or to become due to the Proposer under the Contract.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property as specified in this Paragraph, will be included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefore.

5.7(17) Responsibility for Damage Indemnification

Proposer, at its expense, must indemnify CoH as is required by CoH's General Provisions for Work & Services, which is incorporated by reference as if fully set forth herein.

5.7(18) Responsibility for Work and Materials

Proposer at its expense must maintain responsibility for its work and all materials as is required CoH 's RFP [Appendix A, Attachment B, "PROPOSER INSURANCE REQUIREMENTS"], which is incorporated by reference as if fully set forth herein.

5.7(19) Insurance Requirements

1. Type and Extent of Coverage

Proposer at its expense must maintain all of the insurance required by CoH 's General Provisions for Work & Services, Section 1.14, "INSURANCE REQUIREMENTS, which is incorporated by reference as if fully set forth herein.

2. Proposer Certification

Certificates evidencing the insurance required thereunder must be filed with CoH. Proposer must make all payments to its employees, agents and/or Subcontractors in accordance with the applicable requirements of unemployment, old age, and other insurance and social security provisions of the Federal, State, and Municipal governments and all other governing bodies, whether enacted at the time or prior to the execution of the Agreement or during the progress of the work, and shall assume all liability for the compliance with the requirements thereof, with respect to its employees, agents and/or Subcontractors.

5.7(20) Final Acceptance of Work

When CoH's Representative has made the final inspection as provided in Paragraph 5.4(18) and determines that the work has been completed in all respects in accordance with the Contract Documents, CoH Representative will formally accept the work. No work will be accepted until the Proposer has submitted all drawings, catalogues, instruction sheets and information as required by the Contract.

5.7(21) Third Party Rights

Nothing in the Contract is intended to create in the public or any member thereof a third party beneficiary hereunder. It is agreed that nothing in the Paragraph entitled "Insurance" of this Contract shall create or give to third parties any claim or right of action against the Proposer or Subcontractors of any tier beyond such as may legally exist irrespective of this Contract.

5.7(22) Independent Proposer Status

The Proposer must independently perform all work under this Contract and shall not be considered as an agent or employee of CoH, nor will the Proposer's Subcontractors or employees be considered as subagents of CoH.

5.7(23) Covenant against Contingent Fees

Proposer warrants that no person or agency has been employed or retained to solicit or obtain the Contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, CoH, at its option, may annul the Contract or deduct from the Contract price or otherwise recover from Proposer the full amount of the contingent fee.

"Bona fide agency" as used in this Paragraph means an established commercial or selling agency, maintained by Proposer for the purpose of securing business that neither exerts nor proposes to exert improper influence to solicit or obtain any Contract or Contracts through improper influence.

"Bona fide employee" as used in this Paragraph, means a person employed by the Proposer and subject to Proposer's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain CoH Contracts nor holds itself out as being able to obtain any Contract or Contracts through improper influence.

"Contingent Fee" as used in this Paragraph, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Contract.

"Improper Influence" as used in this Paragraph, means any influence that induces or tends to induce a CoH employee or officer to give consideration or to act regarding a Contract on any basis other than the merits of the matter.

5.7(24) Prohibition Pursuant to Court Order

If, pursuant to court order (other than an order to show cause) CoH is prohibited from requiring the Proposer to perform all or any portion of the work, CoH may, if it so elects, eliminate the enjoined work pursuant to Paragraph 5.3(9) entitled "Proposed Change Order," or terminate the Contract for convenience.

5.7(25) Prohibition Pursuant to Final Judgment

If the final judgment in the action prohibits CoH from requiring the Proposer to perform all or any portion of the work, CoH will either eliminate the enjoined work pursuant to the Paragraph 5.3(9) entitled "Proposed Change Order," or terminate the Contract for convenience.

5.7(26) Termination and Windup

If the Contract is terminated, the provisions of Appendix A (and Appendix C if applicable) will govern the termination and the determination of the total compensation payable to the Proposer.

5.8 PROSECUTION AND PROGRESS

5.8(1) Subcontracting

The Proposer must diligently seek fulfillment of the Contract and must keep the work under its control. Subcontractors must be qualified, competent, and able to meet the specifications, terms, and conditions under this Agreement in the sole opinion of CoH. If, in CoH's reasonable judgment, any Subcontractors fail to perform the work in strict accordance with the specifications, Proposer shall discharge the same. However, this discharge shall in no way release the Proposer from its obligations and responsibility under this Agreement.

Nothing in the Contract Documents may create any contractual relationship between CoH and any Subcontractor. The Proposer is responsible to CoH for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by it as it is for the acts and omissions of persons directly employed by him.

When a portion of the work that has been subcontracted by the Proposer is not prosecuted in a manner satisfactory to CoH, the Subcontractor must be removed immediately on the request of CoH.

The on-site production of materials produced by other Proposers will be considered subcontracted work. The erection, establishment, or reopening of on-site plants for production of materials and the operation thereof must conform to the labor requirements set forth in the Contract Documents.

The Proposer must bind, by written Agreement, Subcontractors to the terms of the Contract Documents and require them to discharge all the obligations and responsibilities, which the Proposer, by the Contract Documents, assumes toward CoH, pursuant to the subcontract. Subcontract Agreements must preserve and protect the rights of CoH under the Contract Documents so that subcontracting will not prejudice such rights. Proposer must provide for the assignment of all rights any Subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties any guarantees relating to the work performed by the Subcontractor.

5.8(2) Assignment

The Contract may not be assigned except upon the written consent of CoH. Consent will not be given to any proposed assignment that would relieve the original Proposer or his surety of their responsibilities under the Contract nor will CoH consent to any assignment of a part of the work under the Contract.

5.8(3) Notice to Proceed

After execution of the Contract by CoH, approval by CoH of all other documents listed in the Contract, and after receipt of acceptable insurance certificates by CoH, a written Notice to Proceed will be mailed to the Proposer. The Contract will become effective upon the date stated therefore in the Letter of Intent, provided that the effective date will not be earlier than the day following the issuance of the Letter of Intent.

5.8(4) Beginning of Work

The Proposer is not authorized to perform any work until he has received a Notice to Proceed from CoH. After the effective date of the Contract, the Proposer shall commence work.

The Proposer must notify CoH Representative, in writing, of his intent to begin work at least 48 hours before work is begun and must specify the date the Proposer intends to start.

Should the Proposer begin work in advance of receiving the Notice to Proceed and providing notice to CoH Representative, any work performed by it in advance of such notice will be done by it at its own risk and as a volunteer and may not be performed on site.

5.8(5) Site Meetings

The Proposer must schedule meetings with CoH Representative and each active Subcontractor at the work site weekly or at such other frequency as specified in the Contract Documents. Subcontractors must have present a competent representative to report the conditions of its work and to discuss problems.

5.8(6) 8 Week Rolling Schedule

Proposer must maintain at all times, an 8 week rolling schedule [Schedule] to be set in conjunction with the CoH Representative, and that will set forth the tasks scheduled for that period. The Schedule will be the primary document by which CoH Representative shall track Proposer's progress in accomplishing the work in Appendix B, Section 3. Proposer is responsible for assuring that the Schedule reflects the tasks of all Subcontractors it utilizes.

5.8(7) Project Scope of Work

Proposer must prepare a comprehensive project scope of work. This document will be the narrative of all activities that will take place from ordering of equipment, to system acceptance and final payment to Proposer. CoH will provide a sample of the format that Proposer must follow when preparing the

Project Scope of Work document. The format for said Project Scope of Work will be provided to Proposer subsequent to issuance of the Notice to Proceed.

5.8(8) Design Sessions

Proposer must be responsible for calendaring, conducting and otherwise participating in all design sessions which will be conducted to determine the final cable configuration, data/voice and overall system hardware and software requirements, and all interface links. Proposer design personnel must be skilled and experienced in designing and implementing network systems, services, and infrastructure of the type being provided under this Agreement. Proposer must give CoH Representative adequate notice of the design sessions and must coordinate their scheduling with CoH Representative. The sessions must be calendared and held as necessary to maintain the objectives of Proposer's Schedule.

5.8(9) Completion

The Proposer must diligently prosecute the work and complete all or any designated portion of the work called for under the Contract in all parts and requirements within the time set forth in the Contract Documents.

5.8(10) CoH's Right to Stop the Work

If the Proposer fails to promptly correct work that does not conform to the requirements of the Contract Documents or persistently fails to carry out work in accordance with the Contract Documents, CoH may, in writing, order the Proposer to stop the work, or any portion thereof, until the cause for such order has been eliminated. The Proposer must immediately comply with a written order of CoH to stop the work. The work stopped must be resumed as and when ordered by CoH.

5.8(11) Liquidated Damages

It is agreed by the parties to the Contract that if the Proposer fails to accomplish Contract Completion or Substantial Completion of all the work called for under the Contract in all parts and requirements within the number of days set forth in the Contract Documents, or in any other way fails to perform as Proposer is required by Appendix A and as committed to by Proposer in Appendix B, damage will be sustained by CoH and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage that CoH will sustain in the event of and by reason of such delay. It is therefore agreed that the Proposer will pay to CoH \$500 per calendar day (as liquidated damages for delay and not as a penalty). If, based on the current approved progress schedule and rate of progress, it is determined by CoH that completion will exceed the Contract time, as extended by any change orders, CoH may prospectively assess and withhold liquidated damages from progress payments. If and at such time as progress

improves to indicate timely completion, liquidated damages so withheld may be released at the next regular progress payment.

5.8(12) Delays and Extensions of Time—Force Majeure

The Proposer will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the work beyond the time set forth in the Contract Documents caused by unforeseeable causes beyond the control and without the fault or negligence of the Proposer or Subcontractor. Examples of such causes include acts of God or of the public enemy, fire, floods, storms, epidemics, quarantine restrictions, strikes, and other work stoppages caused by a labor dispute, shortage of materials and freight embargoes, or acts or neglect of CoH or their authorized representative not contemplated by the Contract Documents. In all cases, any extension of time is conditioned on the following: (1) that the cause is not due to the fault of the Proposer or Subcontractor and the Proposer has taken reasonable precautions to prevent delays due to such cause and (2) that the Proposer notifies the authorized CoH Representative in writing within 2 days from the beginning of such delay specifying the nature of the delay, the number of days actually delayed, and the measures taken to prevent or minimize the delay. Failure to submit written notice within this time will constitute an absolute waiver of any claim for a time extension. Failure to submit the required information will be sufficient cause for denial of the request for a time extension.

No extension of time will be granted for a delay caused by a shortage of materials, unless the Proposer furnishes to CoH Representative documentary proof that he has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work and further proof, in the form of schedule data as required by Contract Documents, that the inability to obtain such materials when originally planned did in fact cause a delay in final completion of the entire work which could not be compensated for by revising the sequence of the Proposer's operations. Only the physical shortage of material will be considered as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the authorized CoH Representative that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and the usual practices in obtaining such quantities.

No extensions of time will be granted for delays that have no measurable impact on the completion of the total work under the Contract. When extensions of time are granted, they will be limited to the period equivalent to the actual number of days lost on the critical path or controlling operation of construction, taking into account the extent to which that delay could be decreased by reasonable mitigation measures by the Proposer or its

Subcontractor. All requests for extensions of time must be supported with a critical path analysis showing the critical path and impacts to it.

Within a reasonable period of time after the Proposer submits the notice and information required by this Paragraph, CoH Representative will determine whether an extension of time is justified and, if so, the number of days for the extension.

5.8(13) Termination of Right to Proceed

If CoH Representative determines that the Proposer is in default and the Proposer fails to remedy its default within 5 days after receipt of notice of such default, CoH may terminate the Proposer's right to proceed with the work or that portion that CoH Representative determines is most directly affected by the default.

The term "default" for purposes of this Paragraph includes, but is not limited to, the performance of work in violation of the terms of the Contract; abandonment, assignment or subletting of the Contract without approval of CoH; bankruptcy, or appointment of a receiver for Proposer's property; refusal or failure properly to prosecute the work; use of materials, supplies, plant, or equipment of improper quality or quantity; refusal or failure to use an adequate number of properly skilled workers; failure to provide proper workmanship; failure to take effective steps to end a prolonged labor dispute; and the performance of the Contract in bad faith.

Upon CoH's termination of the Proposer's right to proceed with the work, or a portion of it, CoH has the right to complete the work by whatever means and methods it deems expedient, including the hiring of others on such terms as CoH deems advisable. CoH will have the right to take possession of the Proposer's materials, plant, tools, equipment, and property of any kind provided by or on behalf of the Proposer for the purpose of the work, or a portion of them, without being responsible to the Proposer for fair wear and tear. The Proposer will have no rights in such property during its use by CoH. CoH will not be required to obtain the lowest prices for completing the work or a portion of it but must make such expenditures as, in CoH's sole judgment, best accomplish such completion.

The expense of completing such work or portion thereof, together with a reasonable charge for engineering, managerial and administrative services, as certified by CoH, will be charged to the Proposer, and the expense so charged will be deducted by CoH out of such monies as may be due or may at any time thereafter become due to the Proposer. In case such expense is more than the sum which otherwise would have been payable to the Proposer under the Contract, then the Proposer or his surety or sureties must promptly pay the amount of such excess so due. CoH may, in its sole discretion, withhold all or any part of any progress payments otherwise due the Proposer

until completion and final settlement of the work covered by such notice of default.

5.9 TERMINATION OF CONTRACT

5.9(1) Termination for Cause

CoH may terminate the Contract if the Proposer persistently or repeatedly fails or refuses to supply enough properly skilled workers or proper materials; persistently disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction; or otherwise is guilty of a substantial breach of a provision of the Contract Documents. A "default" as defined in Section 5.8(12) will constitute a substantial breach of the Contract Documents.

Prior to termination, CoH Representative may certify in writing Proposer's default.

When any of the above reasons exist, CoH may, without prejudice to any other rights or remedies of CoH under this Contract or otherwise, upon 5 days' written notice, terminate the Contract and may take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Proposer; and finish the work by whatever means CoH deems expedient.

When CoH terminates the Contract under this Paragraph, the Proposer will not be entitled to receive any further payments until the work is completed and accepted by CoH.

CoH will issue the Proposer a written notice specifying that the Contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by CoH Representative, the Proposer must stop all work under the Contract except that specifically directed to be completed prior to Acceptance perform work CoH Representative deems necessary to secure the project for termination; remove equipment from the site of work; take such action as is necessary to protect materials from damage; notify all Subcontractors and suppliers that the Contract is being terminated and that their Contracts or orders are not to be further performed unless otherwise authorized in writing by CoH provide CoH Representative with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the work and not yet used in the work, including its storage location, and such other information as CoH Representative may request.

Upon receipt of said notice the Proposer must also, unless otherwise directed in writing by CoH Representative dispose of materials not used in the work as directed by CoH Representative. It will be the Proposer's responsibility to provide CoH with good title to all materials purchased by CoH hereunder, including materials for which partial payment has been made, "Progress

Payments," of these Terms and Conditions and with bills of sale or other documents of title for such materials;

Subject to the prior written approval of CoH Representative, the Proposer must settle all outstanding liabilities and all claims arising out of Subcontracts or orders for materials terminated hereunder. To the extent directed by CoH Representative, the Proposer must assign to CoH all the right, title, and interest of the Proposer under Subcontracts or orders for materials terminated hereunder;

The Proposer must also furnish CoH Representative with the documentation required to be furnished by the Proposer under the provisions of the Contract including, on projects for which federal funds are involved, all documentation required under the federal requirements included in the Contract; and take such other actions as CoH Representative may direct.

5.9(2) Termination for Convenience

CoH may terminate this Contract in whole, or from time to time in part, at any time and for any reason, whenever CoH determines that such termination is in the best interests of CoH. Any termination that is not based on the circumstances above may be effected by delivery to the Proposer of a notice of termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. In such event, Proposer will be paid for all actual substantiated direct costs of materials furnished and work performed up to the date of termination and such additional compensation as required to compensate Proposer for all costs and reasonable profit on the work done, excluding anticipated profit on unperformed work.

Upon Proposer's receipt of a written notice of termination for convenience, the Proposer must cease work on those portions of the project so terminated.

In the event that CoH terminates this Contract and it is determined for any reason that there was not sufficient cause to do so, CoH's termination automatically will convert to a termination for convenience and the terms and conditions outlined in this Subparagraph automatically will be applied to effectuate the Contract termination.

5.9(3) Alternative Measures

In the event of repetitive breach of the requirements of the Contract Documents, CoH is entitled, in addition to all other remedies hereunder for breach of the Contract, to appoint at Proposer's expense a special monitor to oversee Proposer's compliance. Fees for said special monitor will be billed to the Proposer, which fees Proposer agrees to pay within 5 days after Proposer's receipt of such bill.

5.9(4) Third Party Claims

The Proposer must pay all bills for labor and services within 15 days after rendition of such services and must pay all material bills within 30 days after delivery of material to the job site. The Proposer's attention is called to Part 3, Title 4, Chapter 2, Code of Civil Procedure of the State of California. CoH may, upon the filing with it or its officers, of a notice to withhold in the manner, form and time prescribed by said Code, withhold sufficient monies to answer the claim set forth in such notice, including reasonable cost of litigation, until and unless the Proposer files a bond in an amount equal to one and one quarter times the amount of said claim, guaranteeing payment of any such which said claimant may recover on said claim, together with his costs of suit.

5.10 MEASUREMENT AND PAYMENT

5.10(1) Scope of Payment

The Proposer must accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work required by the Contract, including but not limited to loss or damage arising from the nature of the work, from the action of the elements, from any unforeseen difficulties which may be encountered during the prosecution of the work until Acceptance by CoH, from all risks of every description connected with the prosecution of the work, and from all expense incurred in consequence of the suspension or discontinuance of the work and completing the work according to the Contract Documents. Neither the payment of any estimate nor of any retained percentage shall relieve the Proposer of any obligation to make good any defective work or materials.

No compensation will be made for loss of anticipated profits.

Except as specifically provided otherwise, no separate payment will be made for work covered in any of these Contract Documents, and the cost thereof will be considered as included in the prices paid for the various Contract items included in the Proposer's response.

If the "payment" clause in the Contract Documents relating to any unit price in the schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, this same work or material will not also be measured nor paid for under any other pay item which may appear elsewhere in the Contract Documents.

5.10(2) Force Account Payment

When extra work or other work done pursuant to a Change Order is paid for on a force account basis or as a consequence of litigation where, including arbitration, the court determines that a change order must have been

approved, materials and equipment used in the performance of such work will be subject to the approval of CoH Representative (unless impossible) and compensation will be determined as set forth below in this Paragraph.

5.10(3) Work Performed by Special Forces or Other Special Services

When CoH Representative and the Proposer, by agreement, determine that the forces of the Proposer or those of any of his Subcontractors cannot perform a special service or an item of extra work, a specialist may perform such service or extra work item. Invoices for such service or item of extra work on the basis of the current market price thereof may be accepted without complete itemization of labor, materials, and equipment rental costs when it is impracticable and not in accordance with the established practice of the special service industry to provide such complete itemization.

In those instances wherein a Proposer is required to perform extra work necessitating a fabrication or machining process in a fabrication or machine shop facility away from the job site, the charges for that portion of the extra work performed in such facility may, by agreement, be accepted as a specialist billing.

5.10(4) Records

The Proposer must maintain his records in such a manner as to provide a clear distinction between the direct costs of work paid for and the costs of other operations.

From the above records, the Proposer must furnish CoH Representative completed cutover sheets. These sheets will document the extension numbers assigned to each end user of the new system, along with any specific software arrangements done for said individual extensions.

The Proposer or his authorized representative must sign the daily reports. The daily reports must be turned in to CoH Representative by the close of business on the day of the report, or be available to CoH via a secure online mechanism. Failure to produce reports on this schedule will be the basis for denying payment or use of CoH Representative's records only as the final and indisputable basis for payment. Reports must be complete as noted above.

CoH's Representative will compare his records with the completed daily reports furnished by the Proposer and make any necessary adjustments.

When the daily reports are agreed upon, except for delinquent reports as noted above, the reports will become the basis of payment for the work performed, but do not preclude subsequent adjustment based on the later audit by CoH.

5.10(5) Notice of Potential Claim

The Proposer will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by CoH Representative (including the failure or refusal to issue a Change Order), or the happening of any event, thing or occurrence, unless it has given CoH Representative notice of potential claim as hereinafter specified, provided, however, that compliance with this Paragraph is not a prerequisite to matters within the scope of the Change Order protest provisions in "Protest Procedure," or "Delays and Extension of Time," nor to any claim which is based on differences in measurement or errors of computation as to correct quantities.

The written notice of potential claim must set forth the reasons for which the Proposer believes additional compensation will or may be due, the nature of the costs involved and, insofar as possible, the amount of the potential claim. If based on an act or failure to act by CoH Representative or CoH, such notice must be given to CoH Representative prior to the time that the Proposer has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice must be given within 5 days after the occurrence of the event or occurrence giving rise to the potential claim.

It is the intention of this Paragraph that differences between the parties arising under and by virtue of the Contract will be brought to the attention of CoH Representative at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Proposer hereby agrees that he will have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing, or occurrence for which a written notice of potential claim as herein required was not timely filed.

5.10(6) Stop Notices

CoH may, at its option and at any time, retain out of any amounts due the Proposer sums sufficient to cover claims filed pursuant to Section 3179 et seq. of the California Civil Code.

5.10(7) Payment Schedules

CoH will pay for equipment in two installments.

5.10(8) Initial Installment

Proposer shall be entitled to no more than 50% of the Price upon of delivery of the hardware/software components to the Installation Site.

5.10(9) Acceptance Installment

Proposer shall be entitled to no more than 90% of the contract price within 30 days after Acceptance. 10% to be held for no longer than 30 days.

5.10(10) Impact of Failure to Keep Contract Schedule

No estimate or progress payment is be required if CoH Representative determines that the work is not proceeding in accordance with the provisions of the Contract.

If CoH Representative determines that the Proposer has failed to complete the work or portions thereof within the time or times required by the Contract, and that the Proposer is not entitled to an extension that covers the entire period of delay, but also determines that the Proposer has completed the work or portions thereof, CoH Representative may deduct from each estimate of value an amount of liquidated damages that is specified per day in the Contract, times the number of days of delay for which CoH Representative determines there is no applicable extension.

5.10(11) Defective Work

No estimate or payment will be construed to be an Acceptance of any defective work or improper materials.

5.10(12) Consent of Surety

The Proposer must obtain the written consent of the surety to such Agreement.

5.10(13) Proposer's Representation Prior To Final Payment

Proposer Declaration – Prior to CoH Representative's final payment(s) of retention, change orders, or Contract sums, Proposer must execute the following statements by executing the form entitled, "Proposer's Declaration Prior to Final Payment":

a) Survey of Subcontractors

Proposer has asked each of Proposer's Subcontractors whether the Subcontractor has any claim with respect to the work under this Contract. No Subcontractor had made, nor to Proposer's knowledge has any Subcontractor threatened to make, any claims for any costs not included in Proposer's responses or approved change orders associated with the work of this Contract.

b) Indemnification against Subcontractor Claims

Proposer agrees to indemnify CoH against any such Subcontractors' claims.

c) Statement of No Claims

Proposer has no claims for any costs not included in Proposer's responses or approved change orders and does not intend to file any such claims.

d) Declaration of Claims

Proposer must specify the particular Subcontractor or Proposer claim pending and/or the particular claims threatened, and state that no other claims are pending or threatened.

e) Submittal of Claims

Before the Acceptance of the work, Proposer shall on behalf of the Subcontractors submit to CoH all Subcontractors' claims unless CoH Representative agrees in writing to deal directly with the Subcontractor.

5.10(14) Final Payment and Claim

After CoH's Representative has accepted the work, payment will be made to the Proposer in accordance with the provisions of this Paragraph. Upon Acceptance, CoH will record a Notice of Completion covering the project.

Prior to final inspection by CoH Representative, the Proposer must prepare and submit a proposed final invoice in writing, prepared in a form acceptable to CoH Representative. The proposed final invoice will show the proposed total amount of compensation payable to the Proposer, including an itemization of that amount segregated as to Contract item quantities, extra work, and other bases for payment. The proposed final invoice will also show all deductions made or to be made for prior payments and amounts to be kept or retained under the Contract.

Claims filed by the Proposer must be in sufficient detail to enable CoH Representative to ascertain the basis and amount of said claims. The details must specify amounts claimed for labor, material, overhead, administration, extended overhead, and other costs arising out of the performance of the work and whether such items were caused by changes, adjustments, delays, or other consequences of the performance of the work. CoH Representative will consider and determine Proposer's claims and it will be the responsibility of the Proposer to furnish within a reasonable time such further information and details as may be required by CoH Representative to determine the facts or contentions involved in the claims. Failure to submit such information and details shall be sufficient cause for denying the claims.

CoH Representative will review the proposed final invoice and claim for a final estimate of the amount due Proposer and the disposition of all claims. All

prior invoices and payments are subject to correction in connection with the review of the proposed final invoice.

CoH will submit, within 30 days, any changes or corrections to the proposed final invoice to the Proposer for his consideration. Within 5 days thereafter, the Proposer must submit a final invoice, in a form acceptable to CoH Representative incorporating any changes or corrections made by CoH, together with any additional claims resulting there from. Upon approval by CoH, this will become the approved final invoice. The Proposer must submit with the final invoice, certificates of any insurance required to be maintained after Acceptance of the work.

When agreement is reached on all questions regarding the final invoice, CoH will pay the entire sum agreed in the final invoice, except that CoH will withhold sums sufficient to pay all unsettled claims for which stop notices have been filed pursuant to Section 3179 et seq. of the California Civil Code, together with the costs of administering such claims.

If the Proposer does not agree with CoH upon a final invoice, CoH will pay the entire sum approved by CoH Representative in the final invoice, including the amount, if any, allowed on claims, except that CoH will withhold the appropriate retention and sums sufficient to pay all unsettled claims for which stop notices have been filed pursuant to Section 3179 et seq. of the California Civil Code, together with the costs of administering such claims.

Final payment will be made within 30 days after receipt of an approved final invoice and other required submittals referenced above and determination of all Proposer's claims, or 60 days after completion of the work, whichever is later, provided, however, that if an approved final invoice has not been submitted within 60 days after completion of the work, CoH may elect to make payment of sums not in dispute without prejudice to CoH in connection with such disputed sums. Claims not submitted with the final invoice will not be allowed. CoH may withhold from the final payment an amount not to exceed 150 % of the amounts of disputed items.

The Acceptance by the Proposer of final payment will constitute a waiver and release of all claims by the Proposer against CoH related to the work, except for claims previously made in writing and identified as unsettled by the Proposer at the time of submission of the final invoice. The making of final payment, however, will not operate to release the Proposer or his sureties from obligations arising under this Contract, the Contract bonds and warranties as herein provided. Specifically, the making of final payment will not constitute a waiver and release of claims by CoH arising from (1) unsettled or future liens, (2) failure of the work to comply with the requirements of the Contract Documents, (3) the terms of any warranties required by or contained in the Contract Documents, (4) the right to any insurance proceeds or the right to make any insurance or bond claims, (5)

any claims with respect to Proposer's obligation of indemnity provided for in the Contract Documents, or (6) any latent defects or fraud.

In general, any claim must be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment.

For claims of \$50,000 or less, CoH will respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claims CoH may have against the Proposer. CoH will respond within 15 days of receipt of additional documentation or within a period of time no greater than that taken by the Proposer, whichever is greater.

If the Proposer disputes CoH's written response, or CoH fails to respond within the time prescribed, the Proposer may so notify CoH, in writing, either within 15 days of receipt of CoH's response or within 15 days of CoH's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand, CoH will schedule a meet and confer conference within 30 days for settlement of the dispute.

Following the meet and confer conference, if the claim or any portion remains in dispute, the Proposer may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

5.11 PUBLICITY

Any publicity giving reference to the sale, installation and/or operation of the data/voice system, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be only with the prior written approval of CoH.

5.12 RIGHT TO INTERFACE

CoH will have the right to connect the products contracted for to any equipment manufactured or supplied by others that is compatible with the products. Such equipment includes, but is not limited to, peripheral equipment, other computers, data/voice equipment, terminal devices, and the like. CoH may require that the Proposer supply the specifications for interface and supervise the connector. If such a connection is likely to interfere in any way with the operation of the CoH's data/voice system, the Proposer must notify CoH at least five days prior to any such connection.

5.13 WARRANTIES, LIMITATIONS OF WARRANTIES AND DISCLAIMER OF WARRANTIES AND LIABILITY

5.13(1) Hardware

Proposer warrants that the hardware will, after Cutover under normal use and service, are free from equipment defects and faulty workmanship for twelve months from the date of Acceptance ("Warranty Period"). In the event the hardware fails to perform as warranted, CoH may, at its option, require Proposer to perform the services described in the Maintenance and Acceptance Sections of this Contract, subject to the limitations thereof. CoH's remedy under this section is cumulative and in addition to other remedies CoH retains under the Contract, or at law or equity.

5.13(2) Software

Proposer warrants that, provided the software is not altered by CoH, the software must function during the Warranty Period as specified in this Agreement. In the event the software fails to perform as warranted, CoH may, at its option, require Proposer to perform the services described in the Maintenance and Acceptance Sections of this Contract, subject to the limitations thereof. CoH's remedy under this section is cumulative and in addition to other remedies CoH retains under the Contract, or at law or equity.

At no cost to CoH, Proposer will provide and install modifications to the software that are required to update or correct system functions to meet Proposer's feature specification obligations under this Contract and when installed such modifications will extend the software warranty, but not the warranty as to any goods used in connection with the Licensed software, for a period of one (1) year from the issuance of the software modification. At no cost to CoH, Proposer will continue to provide software modifications to the software associated with the system until a level of functioning consistent with Proposer's obligations under this Contract is established.

5.13(3) Data/voice System

Proposer warrants that the data/voice system must be able, during the Warranty Period, to accommodate traffic of the level specified in the System specifications as configured therein. In the event the System fails to perform as warranted, CoH may, at its option, require Proposer to install, at Proposer's expense and as soon as possible, such additional Hardware and/or Software as is required to accommodate the specified level of traffic. CoH's remedy under this section is cumulative and in addition to other remedies CoH retains under the Contract, or at law or equity.

5.13(4) Replacement of Defective Components

In the event that Proposer elects to perform field repair on defective components of the data/voice system and such repaired components continue to experience failures, adversely affecting the system, Proposer will upon CoH's written request, replace such defective components rather than

continuing to perform field repairs. Such components will be replaced at Proposer's expense.

5.13(5) Components Inventory

Proposer must keep an inventory of all components necessary to repair and perform routine maintenance on the system at the Installation Site for the duration of the Warranty period. In the event a Maintenance Agreement is negotiated between CoH and the Proposer for the duration of such Agreement, Proposer will stock such inventory components for at least three (3) years from the date of Cutover.

5.13(6) Failure to Meet Warranty Obligations

Proposer's failure to perform and affect repair of the System as set forth in this section shall constitute a material breach of this Contract and CoH may avail itself of any remedies available at law or equity.

5.14 SOFTWARE LICENSE

CoH is hereby granted a non-exclusive, paid-up license to use the software only in connection with CoH's use of the equipment purchased under this Contract during the useful life of the equipment as it may be repaired or modified from time to time, but not otherwise.

Software license under this Contract is defined as proprietary networking designs, computer programs contained on a magnetic tape, disc, semiconductor device or other memory device or system memory consisting of (a) hardwired logic instructions which manipulate data in the central processor and control input-output operations and error diagnostic and recovery routine, and (b) instruction sequence in machine-readable code that control call processing, peripheral equipment and administration and maintenance functions as well as associated documentation used to describe, maintain and use the programs. The information that describes the characteristics of the specific machine and call dependent information such as features and service that is arranged into blocks embracing peripheral equipment, system configuration and transient data is not included within the definition of software.

Unless otherwise provided in this Contract, CoH agrees that the software to be provided to it by the Proposer under the Contract or any renewals, extensions, or expansions thereof, or in implementation of any of the foregoing, shall, as between the parties hereto, be treated as the exclusive property of the Proposer or the Proposer's suppliers, as appropriate, and as proprietary and a TRADE SECRET of the Proposer's or the Proposer's suppliers, as appropriate, and CoH shall:

- a) to the extent permitted by law hold the software as defined in the Paragraph above and any other portions or aspects thereof (including any methods or concepts utilized therein) in confidence for the benefit of the Proposer or the Proposer's suppliers as appropriate;
- b) Utilize the software or any portions or aspects thereof (including any methods or concepts utilized thereof) solely in conjunction with the Equipment;
- c) Not provide or make the software or any portions or aspects thereof (including any methods or concepts utilized therein) available to any person except to its employees on a "need to know" basis without the prior written consent of the Proposer;
- d) Not modify the software without the prior written consent of the Proposer;
- e) Duplicate or copy the software in whole or in part only to the extent necessary for operation and maintenance of the system;
- f) Hold any documentation or other material associated with the software, in any form, in confidence for the benefit of the Proposer or the Proposer's suppliers as appropriate;
- g) Issue adequate instructions to all appropriate persons and take all actions reasonably necessary to satisfy CoH's obligations under this license; and
- h) Forthwith return to the Proposer or destroy any magnetic tape, disc, semiconductor device or other memory device or system and/or documentation or other material, which has been replaced, modified, or updated.

The obligations of CoH hereunder shall not extend to any information or data relating to the software which is now known or available to the general public and/or CoH, or which rightfully becomes available by reason of acts or omissions not attributable to CoH.

If the software or any part thereof is lost or damaged after delivery, Proposer must replace it at a charge to CoH based on the current price to copy therefore unless such loss or damage is a result of Proposer's acts or omissions, in which case Proposer must replace it at no additional charge to CoH.

If Proposer modifies and/or changes the software to permit additional features and/or service, such features and/or services will be made available to CoH at no charge.

Proposer warrants that, in the event that service-affecting trouble which Proposer determines has resulted from defective software design or implementation require modification and/or change by Proposer of the software, such modified and/or changed software will be provided to CoH without charge for the warranty period of software. In the event any such modifications or changes are required to affect the features or performance or reliability specified in the System specifications, the modified software will then operate according to the Proposer's specifications applicable to the software as modified without regard to the specifications applicable as of the original shipment date of the software. A "Service-affecting" problem will be deemed to have occurred if one or more of the following conditions are extant:

- a) No incoming, outgoing or internal data/voice transmission is possible and/or there is a complete loss of signaling capability (i.e., a complete system failure); or
- b) There is a loss of incoming, outgoing or internal data/voice transmission and signaling capability, or the loss of a requirement or feature (as described in the System specifications), to more than 5% of the total data/voices (i.e., major loss of service); or
- c) There is a loss of service, i.e., control functions, terminals, requirement or feature (as described by System specifications A, Section 3 "Features and Services"), to less than 5% of the total (i.e., minor loss of service).

5.15 DISASTER AVAILABILITY

In order to assure that CoH is always able to maintain its public health and safety obligations as set forth in its Charter, in no event should any component of the Network infrastructure system be rendered permanently inoperative, the Proposer shall ensure survivability.

5.16 TRAINING

After the conduit, cable facilities and data/voice services are installed and working, but prior to Cutover, Proposer will provide training sessions at the installation site.

Training must include an instructor-led instruction program that incorporates a description of the features available on the network equipment purchased by CoH. CoH intends to utilize a "Train-the-Trainer" process whereby the Proposer will provide training to a group of CoH staff. If CoH elects not to have certain features available on the System used by its personnel, the training materials and program must be adapted to exclude those features or functions; hands-on use of the various types of equipment purchased by CoH ; and instructions on network etiquette, as approved by CoH .

Proposer must provide at no cost to CoH a training session for IT staff to acquaint them with the basic System functions and features prior to the final design interviews.

Training will be held at times suitable to CoH. The training must accommodate all personnel designated as trainers by the CoH.

CoH may elect to have whatever number of training sessions required to completely train all CoH Network IT staff.

Additionally, Proposer will provide during the 3 days after Cutover, **FOR EACH LOCATION, OR LOCATIONS HAVING CUTOVER MOST RECENTLY**, walk-around technical assistance consisting of 1 technicians, or software specialists, or trainers, or other qualified project management personnel, that will answer questions, document system issues, interface with Help Desk personnel (as described in the next paragraph), and generally provide personalized assistance to the CoH operation.

Additionally, Proposer will provide during the 5 days after Cutover, **FOR EACH LOCATION, OR LOCATIONS HAVING CUTOVER MOST RECENTLY**, a Help Desk staffed by network specialists, that will answer questions from CoH Network IT staff and Proposer personnel performing walk-around technical assistance as described in the previous paragraph.

CoH shall designate a representative who will receive more extensive training on System features, network etiquette, and trouble reporting procedures and the basics of system design. The representative will, whenever possible, be an individual who will also attend the design interview sessions.

Within 5 days prior to Cutover, Proposer must produce a complete written training plan including sample materials to be used, the training syllabus, names of the lead training coordinator and assistant coordinators and back-up trainers to be utilized in the event of illness or other incapacity of any designated trainer, and training session schedules.

Proposer personnel skilled and experienced in the operation of the System must provide training.

Proposer agrees that the user training and materials used in fulfilling this Contract will remain available to CoH during the Warranty Period at no charge to CoH.

Proposer agrees to make available, for a minimum period of six (6) years following the date Proposer provides written notification to CoH that the equipment is out of production but in no case less than six (6) years from the date of the Contract, all materials used by Proposer in any and all training courses taught by Proposer connected with the use, operation, or programming of such equipment. Such training materials must include, but not be limited to,

student materials such as syllabi, agendas, tests, and teaching materials such as instructors' manuals, audio visual aids, test results, and the like.

CoH will make reasonable efforts to make all personnel available for training prior to Cutover.

CoH must not be charged any additional cost for the training services and materials specified in this section of the Contract or as otherwise noted herein beyond the Price.

5.17 PRE-CUTOVER TESTING

Upon completion of installation, Proposer must test the data/voice system in accordance with the applicable installation manuals, copies of which are to be delivered with the hardware components of the data/voice system. CoH, or CoH's designated representative, may witness all such tests at the Installation Site. At such time as all such tests have been completed to Proposer's satisfaction, Proposer must give CoH written notice thereof. If CoH notifies Proposer in writing of deficiencies in the results of such tests, Proposer must not proceed to Cutover until such material deficiencies have been corrected to manufacturer's specifications and CoH's reasonable satisfaction.

As part of data/voice system testing Proposer must demonstrate to CoH or its representative that:

- a) All purchased data/voice system features operate properly;
- b) All switching and processing functions operate properly;
- c) All ancillary equipment interfaced to the data/voice system is operating properly;
- d) All data/voice equipment has been installed, detailed with typed, clearly-legible labels, and is functioning properly;
- e) A plan for shifting any required existing network equipment to the data/voice system Proposer installs has been developed and coordinated with CoH.

5.18 CUTOVER

Cutover is that time when the data/voice system is completely functional as per the manufacturer's specifications. Proposer must ensure that the Proposer's Project Manager and personnel skilled and knowledgeable in all aspects of system operation (Installation Technicians and Software Specialists) are present at the installation site for Cutover. These personnel must remain on site until CoH and Proposer agree that 100% of data/voice equipment is functional.

5.19 ACCEPTANCE

Within a 45-day period after Cutover ("Acceptance Period"), CoH shall notify Proposer in writing specifying in reasonable detail those particulars that CoH deems unacceptable, if any. Such unacceptable particulars shall include, but not necessarily be limited to, major system failures and downtime; intermittent problems such as continued call cutoffs; inoperability of important ancillary equipment or the failure of any frequently used feature. The system shall not be accepted until all such material particulars are corrected. Acceptance will not be unreasonably withheld.

With respect to any such particulars that CoH reasonably deems are unacceptable, Proposer must proceed to correction. After Proposer provides CoH with written notification of correction, a cure period of fourteen consecutive days must elapse before such correction has been deemed to be successful. Should the unacceptable condition reoccur within fourteen consecutive days, the cure period will begin again.

CoH shall make reasonable efforts to notify Proposer of unacceptable conditions immediately upon discovery of the condition.

If the data/voice system cannot be accepted within 60 days of Cutover, Proposer must, at its expense, replace any defective part or parts of the data/voice system (including the entire data/voice system, if necessary). If the System cannot be accepted within 90 days of Cutover, CoH may, at its option, within 120 days after Cutover, reject the system entirely and Proposer must return all payments made up until the point of rejection (less the cost of cable, any other equipment which is retained at the option of CoH, and associated installation labor). In that event CoH reserves the right to seek substitute performance at Proposer's expense and Proposer must not remove the system for a period of 180 days or until a suitable replacement system is installed and working.

At the end of the 45-day Acceptance Period or upon the successful completion of any cure period extending the Acceptance Period, CoH shall promptly notify Proposer of Acceptance in writing. Acceptance will be deemed to have occurred only when CoH indicates such in writing.

Before the System is accepted, Proposer must provide the following:

- a) In conjunction with CoH or its representative, a complete physical audit of the switching equipment, data/voice equipment and all other system components;
- b) Traffic information on all data/voice groups in hourly increments for a period of at least three (3) consecutive weekdays. The traffic measurements will be for a daily period from 7 a.m. to 7 p.m. at a minimum, but 24-hour readings are preferable;

- c) Cut sheets and other documentation showing system wiring as installed (including cable size) from the switch room to riser closets. Schematics, framed and mounted, must be located in the appropriate rooms and/or closets.

Documentation must be presented in such a manner that CoH can, without physically auditing data/voices or cable runs, be able to determine the location of all data/voice and lines as well as the routing of cable serving all data/voices. This would include permanently marking all backboards as to cable and terminal numbers.

CoH's written Acceptance of all or any portion of the work shall not relieve Proposer from its obligation to correct latent deficiencies in such work, regardless of whether such deficiencies are discovered before or after data/voice system Acceptance. As used in this Section, the term "patent deficiency" means defective or non-conforming work which is apparent to reasonable inspection: the term "latent deficiency" means defective or nonconforming work which is not apparent to reasonable inspection. "Non-conforming work" includes equipment and its installation that contains omissions, deficiencies, lacks coordination or does not conform to specified or depicted standards of: description, performance, quality, appearance, operation levels or cost, maintenance levels or cost, longevity, space, energy consumption, safety or other factors set forth in the Contract.

5.20 MAINTENANCE

During the Warranty Period, Proposer agrees at its expense and at its option to either repair or replace ("Service") any defective hardware (including any service and hardware installed at Cutover and any added during the Warranty period).

Proposer must dispatch personnel, assuming that remote maintenance activities are not successful, to the affected CoH Site to perform Service for either:

- a) Routine service within four hours (excluding weekends and Proposer's holidays)
- b) Emergency service within one hour (without regard to the time of the day or the day of the week, including holidays) of request thereof.

An emergency shall be deemed to exist when problems incurred in the Hardware (except for (a) isolated failures of individual networks and (b) the failure of other components of the Hardware which are not required for the processing or completing of network calls) materially interfere with normal conduct of CoH's business; or when CoH Representative declares an emergency. The number of persons who can declare an emergency will be limited and their names or titles will be mutually agreed on in writing in a document signed by both Proposer and CoH. A request for service when an emergency does not exist shall be deemed to be a request for routine service.

It is hereby understood and agreed by and between the parties hereto that CoH's public health and safety obligations require continuous data/voice service, and that it will be impossible to determine the actual damage CoH will sustain in the event of and by reason of delayed emergency maintenance service response. It is agreed, therefore, that Proposer will pay to CoH the sum of \$250.00 for each one hour time period in excess of the emergency response time set forth in this section or for each four hour period in excess of the non-emergency response time set forth in this Section, as liquidated damages during the Warranty Period or for any subsequent period of the life of the data/voice system during which full maintenance is performed on a time and materials basis. During any year in which a Maintenance Contract is in force, the Proposer agrees to pay a sum equal to two percent of the monthly maintenance fee for each one hour delay in emergency response or each four hour delay in non-emergency response as liquidated damages. Such damage shall not exceed \$3,000 per month during the Warranty Period or the cost of one month's maintenance during any period in which a Maintenance Contract is in force between CoH and Proposer. Instances of force majeure would be exceptions to this requirement.

Upon CoH's request, Proposer must perform the installation of additions to the data/voice system. These services ("Additional Services") include services performed by Proposer pursuant to Proposer's written Service Orders, must be performed by the Technician during such time that the Technician is not performing routine or emergency service and CoH shall only be charged Proposer's applicable material and/or hardware charges for such additional services. Should CoH require additional services of a volume that cannot be performed by the Technician during such time that the Technician is not performing routine or emergency service, Proposer shall assess the work required and provide a cost estimate and time schedule to CoH. If CoH, after such notifications, desires such additional services, CoH shall execute a Change Order in writing.

Proposer, or Manufacturer must keep an inventory of all components as reasonably necessary to repair and perform routine maintenance on the system for the duration of the Warranty Period.

For a period of six (6) years, commencing the day after the expiration of the Warranty Period, Proposer, or Manufacturer, agrees to offer CoH, on such terms as CoH shall specify, a Maintenance Agreement, on an annual basis, for repair or replacement services in accordance at the price set forth in the Proposers maintenance pricing section.

CoH shall have the sole right to cancel any such Maintenance Agreement upon 30-calendar days notice to Proposer.

During the life of any Warranty Period Service Contract between CoH and Proposer covering the data/voice system, if Proposer modifies and/or changes the Software to correct service affecting problems which Proposer deems to have

resulted from the Software design, such modified and/or changed Software will be provided and licensed to CoH without charge.

Proposer agrees to make available upon 30 day's written notice by CoH, a training program (either in-house or on Proposer's site) for a sufficient number of trainee maintenance personnel supplied by CoH to provide CoH with sufficient capability to perform all necessary equipment maintenance. Such training program will enable CoH or its Subcontractor to maintain the equipment at levels comparable to those established by Proposer personnel. Training costs will be as stated in the Proposers proposal, CoH shall pay reasonable transportation and per diem.

Proposer must upon request provide to CoH such current diagrams, schematics, manuals, and other documents for the maintenance of the system by CoH or its Subcontractors. There must be no additional charges, save the reasonable costs involved for these maintenance documents.

Proposer guarantees with this provision, the availability of long-term spare parts for all equipment acquired under this Agreement for a minimum period of six years following the date Proposer provides written notification to CoH that the equipment is out of production, but in no case less than six (6) years from the date of this Contract. Such sales shall be at the prices then in effect.

Should CoH elect to provide self-maintenance of the data/voice system, Proposer must provide back-up maintenance services at CoH's request at Proposer's prevailing time and materials rate.

Only new standard parts will be used in effecting repairs.

5.21 GENERAL

Neither party may assign or transfer the Contract or any rights hereunder without the prior written consent of the other party, which shall not be unreasonably withheld.

In the event of invalidity of any portion of the Contract, Proposer and CoH agree that such invalidity shall not affect the validity of the remaining portion of this Contract. Proposer and CoH agree to substitute for the invalid portion a valid provision that most closely approximates the economic effect and intent of the invalid provision.

Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Contract shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

This Contract and its Attachments which are incorporated by reference herein, and supersedes any and all prior written or oral agreements between the parties

related to the subject matter herein and may be modified only in a writing signed by both parties.

The rights and obligations of the parties and all interpretations and performances of this Contract shall be governed in all aspects by the laws of the State of California.

SECTION - 6 CITY OF HAYWARD ATTACHMENTS:

6.1 (A) CoH GENERAL PROVISIONS FOR WORK AND SERVICES

CITY OF HAYWARD GENERAL PROVISIONS FOR PURCHASES OF WORK AND SERVICES

If these general provisions are incorporated by reference into a Purchase Order for work and/or services, all references to "Bidder" or "Successful Bidder" shall be construed to mean the Seller from whom work and services are purchased by the City. The work and services described in the accompanying Request for Quotation or Purchase Order hereinafter shall be designated as "The Work".

1.00 Legal Relations and Responsibilities

1.01 Laws to be Observed: The Bidder shall keep itself fully informed of all existing and future State and Federal laws, including O.S.H.A. standards, and all municipal ordinances and regulations of the City of Hayward which in any manner affect those engaged or employed in The Work or the materials used in The Work, or which in any way affect the conduct of The Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

1.02 Labor Discriminations: No discrimination shall be made in employment of persons upon The Work because of the race, color or religion of such persons, and any Successful Bidder which violates this Section is subject to all the penalties imposed for a violations of Chapter 1, Part 7, Division 2, of the Labor Code of the State of California in accordance with the provisions of Section 1735 thereof.

1.03 Prevailing Wage: The Successful Bidder hereby stipulates that Sections 1771 and 1777.5 of the Labor Code of the State of California shall be complied with and shall forfeit as a penalty to the City of Hayward not more than fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the general prevailing rates of per diem wages as determined by the Department of Industrial Relations for such work or craft in which such worker is employed on The Work in violation of the Labor Code of the State of California, in particular the provisions of Sections 1770 to 1780, Inclusive, thereof.

Copies of the general prevailing wage rates are on file in the office of the City Engineer and are available to any interested parties on request.

1.03.1 Certified Payroll Records: Bidder shall maintain certified payroll records as required by Section 1776 of the Labor Code. Copies of certified payroll records shall be provided to the City of Hayward within ten (10) days of written request by the City. Failure to provide copies of certified payroll within the time prescribed by statute shall result in imposition of monetary penalties or withholding of progress payments due under the contract.

1.04 Permits and Licenses: Any person doing business in the City of Hayward is required by Chapter 8, Section 1 of the Municipal code to pay a business license tax. The successful bidder shall have or procure a business license and, prior to initiation of work, show evidence thereof to the Revenue Department. The successful bidder shall, in addition, procure all permits, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of The Work.

1.05 Encroachment Permit: The Successful Bidder shall obtain and/or comply with any encroachment permits as set forth in the order.

1.06 Patents: The Successful Bidder shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in The Work.

1.07 Public Convenience and Safety: Attention is directed to all applicable Sections of Chapter 7, Article 2, STREETS, "Disturbance of Streets," of the City of Hayward Municipal Code.

Traffic control procedures stated herein and traffic control standard plans shall be the MINIMUM accepted in the City of Hayward. Any variations shall be approved by the Engineer prior to use. In no way shall compliance with these specifications and standards relieve the Successful Bidder of any liability for claims or damages arising from his work.

All streets within the project limits shall remain open to traffic at all times during

the construction period. Between the hours of 5:00 PM and 8:00 AM, all lanes remain open to traffic.

Adequate traffic warning and control devices shall be provided and maintained by the Successful Bidder during the construction period in accordance with the "State of California Manual of Warning Signs, Lights and Devices for Use In Performance of Work upon Highways" dated 1973. When inadequate traffic warning and control devices have been installed, the City shall provide whatever facilities are deemed necessary and will charge the Successful Bidder for the costs thereof as provided in Section 7, Article 2 of the Hayward Municipal Code.

Traffic control signs, (regulatory, warning or construction type) conforming to the State of California Standards, and any special-Legend signs required, except "NO PARKING" signs, shall be furnished by the Successful Bidder as directed by the Engineer.

The Successful Bidder shall install and maintain all signs.

Any obstructions which will remain in the roadway after darkness MUST BE adequately outlined with barricades with flashers or delineators along with other warning devices. All barricades and delineators shall conform to State of California Manual of Warning Signs, Lights, and Devices for Use in Performance of Work upon Highways.

Safe and convenient pedestrian access shall be provided at all times.

Flagmen are mandatory at locations where equipment is intermittently blocking a traffic lane or where only one lane is available for two-direction traffic. One flagman is required for each direction of traffic affected where only one lane is available for over 100 feet or when required by the Engineer. When less than 20 feet of street width is available for traffic, a flagman will be required. Flagman shall wear distinctive clothing, such as a RED jacket.

All work specified herein shall be considered to be at the Successful Bidder's expense.

1.08 Responsibility for Damage: The Successful Bidder shall take all responsibility for the Work, shall bear all losses and damages directly or indirectly resulting to the Bidder, to any subcontractor, to the City, to City employees, or to parties designated in any purchase order provision, on account of the performance or character of The Work, unforeseen difficulties, accidents, occurrences or other causes predicted on active or passive negligence of the City, or of parties designated in any purchase order provisions. Said Bidder shall assume the defense of and shall indemnify and hold harmless the City, its officers, officials, directors, employees and agents from and against any or all loss, liability, expense, claim, costs, suits and damages of every kind, nature and description directly or indirectly arising from the performance of The Work.

Approval of the insurance contract does not relieve the Successful Bidder or subcontractors from liability under this clause.

1.09 Responsibility for Work: Except as provided above, until the formal acceptance of The Work by the City, the Successful Bidder shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of The Work. The Successful Bidder shall rebuild, repair, and restore, and make good all injuries or damages to any portion of The Work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or of the public enemy.

1.10 No Personal Liability: Neither the City Council, officers, employees or agents of the City of Hayward, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising from or in connection with The Work.

1.11 Responsibility of City: The City of Hayward shall not be held responsible for the care or protection of any material or parts of The Work prior to final acceptance, except as expressly provided for in these specifications.

1.12 Successful Bidder Not an Agent of the City of Hayward: The right of general supervision of the City of Hayward shall not make the Successful Bidder an agent of the City; and the liability of the Successful Bidder for all damages to persons or to public or private property arising from the Successful Bidder's execution of The Work shall not be lessened because of such general supervision.

1.13 Inspection and Payments Constitute No Waiver of Order Provisions: Neither the inspection by the City Engineer nor by an inspector or other City representative, nor any payment of money, nor acceptance of any part or whole of The Work by the City of Hayward or its agents shall operate as a waiver of any provision of the order.

1.14 Insurance Requirements: Successful Bidder shall promptly obtain, at the Bidder's own expense, all the insurance required by this section and shall submit a completed copy of Coverage Verification signed by the Successful Bidder's agent or broker to the City's Purchasing Division for review and approval by the City. Insurance requirements must be met prior to issuance of purchase order. It is highly recommended that Bidders confer with their insurance carrier or broker to determine in advance of bid submission the availability of insurance coverage and endorsements as prescribed and provided herein. If an apparent successful bidder fails to comply with the insurance requirements, that Bidder may be disqualified.

(1) The Successful Bidder shall take out and maintain during the life of the purchase order statutorily sufficient Workers' Compensation and Employer's Liability Insurance for all of the Bidder's employees to be engaged on The Work. Should any work be sublet, the Successful Bidder shall require the subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance, all in strict compliance with State laws and to fully protect the City from any and all claims arising out of occurrences on The Work.

(2) The Successful Bidder shall take out and maintain in the name of the Successful Bidder and the City as a Named Insured during the life of the purchase order, such Public Liability Insurance as shall protect itself, the City, its officials, officers, directors, employees and agents from claims which may arise from operations under the purchase order, whether such operations be the Bidder, by the City, its officials, officers, directors, employees and agents, any subcontractors, or by anyone directly or indirectly employed by either of them. This Liability Insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from the Successful Bidder's, City's or subcontractor's operations, use of owned or non-owned automobiles, products, and completed operations. The amounts of insurance shall not be less than the following:

Single Limits Coverage Applying to Bodily and Personal Injury Liability and Property Damage: \$1,000,000.

If Commercial General Liability Insurance or other form with a General Aggregate Limit is used, either the General Aggregate Limit shall apply separately to the project/location or the General Aggregate Limit shall be twice the required occurrence limit.

The following endorsements must be attached to the policy:

(a) If the Insurance policy covers on an "accident" basis, it must be changed to "occurrence".

(b) The policy must contain a Cross Liability or Severability of Interest Clause.

(c) The policy must cover complete Contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property MUST BE ELIMINATED from the basic policy endorsements.

(d) Broad Form property damage liability must be afforded. Permission is granted for deductible which shall not exceed \$10,000 without special approval of the City.

(e) Any failure to comply with reporting or other provisions of the policies including brochures of warranties shall not affect coverage provided to the City, its Officials, Officers, Directors, Employees, or Agents.

(f) An endorsement shall be provided which states that the coverage is PRIMARY INSURANCE and that no other insurance effected by the City will be called upon to contribute to a loss under this coverage.

(g) Cancellation, non-renewal or reduction in limits shall be sent to the City with at least 10 days prior written notice, by certified mail, return receipt requested.

(h) Insurance is to be placed with California Admitted Insurers with an A.M. Best's Rating of no less than A-XI.

Successful Bidder shall not commence work until such insurance has been approved by the City. The Successful Bidder shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. Such insurance shall remain in full force and effect at all times during the prosecution of The Work and until the final completion and acceptance thereof.

1.15 Disposal of Material Outside the Public Right of Way: The Successful Bidder shall make his own arrangements for disposing of materials outside the public right of way, and he shall pay all costs involved.

1.16 Preservation of Property: Attention is directed to Section 1.08, "Responsibility for Damage." Due care shall be exercised to avoid injury to existing improvements or facilities, adjacent property and real or personal property that is not to be removed.

1.17 Cooperation: Should work be performed by other firms, within or adjacent to The Work specified, or should work of any other nature be underway by other forces within or adjacent to said limits, the Successful Bidder shall cooperate with all such other firms or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

When two or more firms are employed on related or adjacent work, each shall conduct his operation in such a manner as not to cause any unnecessary delay or hindrance to the other. Each firm shall be responsible to the other for all damage to work, to persons or property caused to the other by his operations and for loss caused the other due to his unnecessary delays or failure to finish The Work within the time specified for completion.

1.18 Assignment: The performance of The Work may not be assigned except upon the written consent of the Purchasing Agent. Consent will not be given to any proposed assignment which would relieve the Successful Bidder or its surety of their responsibilities under the order. The Successful Bidder may assign monies due or to become due it under the order and such assignment will be recognized by the City, if given proper notice thereof, to the extent permitted by law. That any assignment of money shall be subject to all proper set-offs in favor of the City, and to all deductions provided for in the order, and particularly all money withheld, whether or not assigned, shall be subject to being used by the City for the completion of The Work, in event that the Successful Bidder should be in default therein.

1.19 Time of Completion: The Successful Bidder shall complete all or any designated portion of The Work in all parts and requirements within the time set forth in the order.

1.20 Care and Protection: The Successful Bidder shall be entirely responsible for any damage to the City's or adjacent property due to hauling materials or other causes attributable to the conduct of his work, and all such damage will be repaired by the Successful Bidder when and as directed by the City's representative, and as required to place the property in as good condition as before the commencement of The Work.

1.21 Nondiscriminatory Employment Practices: In the performance of this contract the contractor or subcontractor agrees as follows:

(1) AFFIRMATIVE ACTION - GENERAL

The contractor or subcontractor shall not discriminate against any applicant for employment or employee on the grounds of race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability. The contractor or subcontractor will take affirmative action to ensure that its recruitment, selection, and evaluation practices do not discriminate against any applicant for employment or employee. The contractor or subcontractor shall also ensure that its personnel policies, practices and procedures, including, but not limited to, the transfer, promotion, demotion, suspension, layoff, or termination, rates of pay and other form of compensation, and the selection for training programs, apprenticeship, and on-the-job training do not discriminate against any employee. The contractor or subcontractor shall post in conspicuous places that are accessible to applicants for employment and employees notices setting forth this Nondiscriminatory Employment Practices Provision.

(2) RECRUITMENT

(a) Non-union employees. Advertising placed with any media shall include the notation, "An Equal Opportunity Employer." Advertisements shall be placed with media having large circulation among minority groups or at school placement centers having large minority student enrollments. The contractor or subcontractor will send to each source of employee referrals, other than labor unions or workers' representatives, a notice in such form and content as shall be furnished or approved by the City, advertising said source of employee referrals of its commitments under Chapter 2, Article 7, of the Hayward Municipal Code, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

Recruitment of non-union employees shall, to the maximum extent possible, utilize the services of minority organizations likely to be referral sources for minority group employees.

(b) Union employees. Union employees shall be recruited in accordance with applicable labor agreements. The contractor or subcontractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, in such form and content as shall be furnished or approved by the City, advising said labor union or workers' representatives of its commitments under Chapter 2, Article 7, of the Hayward Municipal Code, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub contractor agrees to seek the inclusion in all union agreements to which it is a party, clauses prohibiting discrimination based upon race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability. To the maximum extent consistent with applicable labor agreements, the contractor or subcontractor will attempt to recruit applicants without regard to race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability.

(3) EQUAL EMPLOYMENT OPPORTUNITY OFFICER

The contractor or subcontractor shall designate one of its management employees as its Equal Employment Opportunity Officer and assign such officer the responsibility and authority to administer and promote an active program to put the contractor's or subcontractor's nondiscriminatory employment practices commitment into practice.

(4) ACCESS TO RECORDS

The contractor or subcontractor shall permit access during normal business hours to its records of employment, employment advertisements, completed application forms, and other pertinent data and records when requested to do so by the City Manager or any representative of the Fair Employment Practices Commission of the State of California.

(5) COMPLIANCE REVIEW PROCEDURES

(a) The contractor or subcontractor shall, upon request of the City Manager, submit its official payroll records together with a monthly cumulative summary of all employee hours worked in performance of its contract with or on behalf of the City identified as to minority status.

(b) The contractor or subcontractor shall submit to a formal, thorough review of its records, books, reports, and accounts concerning its employment practices for the purpose of determining whether they are nondiscriminatory. This review will be performed at intervals during the performance of the contract as may be specified by the City Manager.

Each review shall be followed within 30 days by either a written notice to the contractor or subcontractor that it is in apparent compliance with the Nondiscriminatory Employment Practices Provision of its contract or by a citation of apparent deficiency, summary of findings, and a statement of remedial commitment for signature by the contractor. If the contractor or subcontractor fails to meet the commitments it has made in executing such statement, the City Manager shall issue a notice of intent to initiate an action against the contractor or subcontractor with the Fair Employment Practices Commission for willful violation of the Nondiscriminatory Employment Practices Provision and the California Fair Employment Practices Act in not less than 30 days or such notice of intent.

(6) VIOLATIONS

The City Manager shall deem a finding of willful violation of the Nondiscrimination Employment Practices Provision and the California Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the contractor or subcontractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426, which has become final, or obtained relief under Labor Code Sections 1429 and 1429.1, or an appropriate federal commission or agency, or a court of the State of California, or if the United States Government finds, in any action or proceeding to which the contractor or subcontractor is a party, that it discriminated against employees or applicants for employment in the performance of this contract. Upon receipt or such notice or final judgment, the City Manager shall notify the contractor or subcontractor that unless it demonstrates to the satisfaction of the City Council within a stated reasonable period that the violation has been corrected, said contractor or subcontractor shall be subject to the remedies hereinafter provided.

(7) REMEDIES FOR WILLFUL VIOLATION

The contractor or subcontractor agrees that a finding of willful violation of the California State Fair Employment Practices Act or of this Nondiscriminatory Employment Practices Provision shall be regarded by the City Council as a basis for determining whether or not it is a responsible bidder as to future contracts for which such contractor or subcontractor may submit bids. The contractor or subcontractor further agrees that such disqualification by said City Council shall remain in effect for one year or until it demonstrates to the satisfaction of the City Manager that its employment practices are in conformity with the nondiscrimination provisions of the article.

The contractor or subcontractor further agrees that the contractor or subcontractor shall, as a penalty to the City of Hayward, forfeit for each calendar day or portion thereof an amount not to exceed \$250 or 1 percent of the total contract amount, whichever is greater. Such penalty may be deducted from any sums due to the contractor or subcontractor or recovered by the City through maintenance of an action in any court of competent jurisdiction.

Prior to making any determination with respect to reinstatement of a contractor or subcontractor as a responsible bidder, the City Council may refer the matter to the Human Relations Commission of the City of Hayward for a report and recommendation. The contractor or subcontractor agrees to cooperate to the fullest extent with said Human Relations commission in its exercise of the authority here conferred, including, but not limited to, promptly furnishing reports requested by the commission's review of matters relating to such reinstatement.

1.22 Acceptance and/or Rejection of Bids: The City reserves the right to reject any or all bids, or to accept separate items in a bid. In addition the City reserves the right to cancel a Request for Bids or an award at any time.

1.23 Waiving Minor Irregularities: The City may waive any minor irregularities in a bid or in the bidding process and make award accordingly.

1.24 Nuclear Affirmation Requirements: A purchase order has no force or effect until the person to which it is issued has on file with the City or executes and returns to the City of Hayward's Purchasing Manager an Affirmation Of Non-Involvement In Development Or Production Of Nuclear Weapons. City of Hayward Ordinance 87-024 C.S. defines "nuclear weapons" as "any device the intended explosion of which results from the energy released by fission or fusion reactions involving atomic nuclei." The ordinance defines "person" as "any person, private corporation, institution or other entity."

1.25 Hazardous Material Requirements: The contractor shall comply with all government laws, rules and regulations concerning the use of hazardous materials and the disposal of hazardous wastes at the job site, including but not limited to the following:

- (1) The contractor shall not bring hazardous materials onto the job site or deliver hazardous materials without providing the City, in advance, the Material Safety Data Sheets for each hazardous material introduced. Where applicable, materials must be labeled in accordance with Section 5194, Title 8, of the California Administrative Code. The contractor is required to include a Material Safety Data Sheet prepared in accordance with Section 5194 (g) with each shipment of all such materials to the City. No hazardous material will be introduced onto the job site until the City gives written approval for each hazardous material.
- (2) All hazardous material shall be stored and used in a safe manner and shall not be stored or used in any vehicular or pedestrian traffic lanes.
- (3) Any hazardous products, waste or empty containers used or generated shall not be poured down any drain or sewer nor disposed of in any trash container or dumpster.
- (4) The contractor will be considered to be the hazardous waste generator and will be responsible for the legal transport and disposal of all hazardous waste. No containers or trash will be left in any building or on any job site.
- (5) The contractor shall not disturb or damage any existing pipe lagging or equipment insulation or other asbestos material on the job site. If any asbestos material is disturbed or damaged, the contractor shall immediately notify the City and the situation will be considered an "asbestos release" under State and Federal Regulations. The job will be shut down immediately until all appropriate State and Federal notifications have been complete and all testing completed to determine if any asbestos fibers have been released.
- (6) Violation of any of the above procedures shall be sufficient cause for the City to stop all work. Any expense incurred by the City caused by the work stoppage will be borne by the contractor. These expenses will include all costs to return the job site and all other areas contaminated by the contractor to a hazard-free condition.

(7) The contractor will be solely responsible for all the costs, including fines and penalties, for the investigation and cleanups of any suspected hazardous materials the contractor used, left on the job site, or dumped down a City drain or sewer, and any damage to property and/or injury to any person.

1.26 Recycled Materials: It is the policy of the City of Hayward to encourage the use of recycled materials, reusable products, and products designed to be recycled. Contractors and suppliers shall use or provide such materials or products to the maximum extent practicable and allowable within the specifications prepared by the City, provided however, that the performance or operational effectiveness of the product or material is not detrimentally effected nor the health and safety of the citizens or employees of the City of Hayward negatively impacted by the use of such products or materials.

(REV. 01/31/13)

6.2 (B) CoH NON-DISCRIMINATORY EMPLOYMENT PRACTICES AND PROVISIONS.

CITY OF HAYWARD NONDISCRIMINATORY EMPLOYMENT PRACTICES PROVISION

Attachment 2

In the performance of this contract the contractor or subcontractor agrees as follows:

1. **AFFIRMATIVE ACTION - GENERAL.** The contractor or subcontractor shall not discriminate against any applicant for employment or employee on the grounds of race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability. The contractor or subcontractor will take affirmative action to ensure that its recruitment, selection, and evaluation practices do not discriminate against any applicant for employment or employee. The contractor or subcontractor shall also ensure that its personnel policies, practices and procedures, including but not limited to, the transfer, promotion, demotion, suspension, layoff, or termination, rates of pay or other forms of compensation, and the selection for training programs, apprenticeship, and on-the-job training do not discriminate against any employee. The contractor or subcontractor shall post in conspicuous places that are accessible to applicants for employment and employees notices setting forth this Nondiscriminatory Employment Practices Provision.

2. **RECRUITMENT.**

(a) **Non-union employees.** Advertising placed with any media shall include the notation, "An Equal Opportunity Employer." Advertisements shall be placed with media having large circulation among minority groups or at school placement centers having large minority student enrollments. The contractor or subcontractor will send to each source of employee referrals, other than labor unions or workers' representatives, a notice, in such form and content as shall be furnished or approved by the City, advising such source of employee referrals of its commitments under Chapter 2, Article 7, of the Hayward Municipal Code, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

Recruitment of non-union employees shall, to the maximum extent possible, utilize the services of minority organizations likely to be referral sources for minority group employees.

(b) **Union employees.** Union employees shall be recruited in accordance with applicable labor agreements. The contractor or subcontractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, in such form and content as shall be furnished or approved by the City, advising said labor union or workers' representatives of its commitments under Chapter 2, Article 7, of the Hayward Municipal Code, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor or subcontractor agrees to seek the inclusion in all union agreements to which it is a party, clauses prohibiting discrimination based upon race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability. To the maximum extent consistent with applicable labor agreements the contractor or subcontractor will attempt to recruit applicants without regard to race, color, religion, national origin, sex, age, or disability.

3. **EQUAL EMPLOYMENT OPPORTUNITY OFFICER.** The contractor or subcontractor shall designate one of its management employees as its Equal Employment Opportunity Officer and shall assign such officer the responsibility and authority to administer and promote an active program to put the contractor's or subcontractor's nondiscriminatory employment practices commitment into practice.

4. **ACCESS TO RECORDS.** The contractor or subcontractor shall permit access during normal business hours to its records of employment, employment advertisements, completed application forms, and other pertinent data and records when requested to do so by the City Manager or any representative of the Fair Employment Practices Commission of the State of California.

5. **COMPLIANCE REVIEW PROCEDURES.**

(a) The contractor or subcontractor shall, upon request of the City Manager, submit its official payroll records together with a monthly cumulative summary of all employee hours

worked in performance of its contract with or on behalf of the City identified as to minority status.

(b) The contractor or subcontractor shall submit to a formal, thorough review of its records, books, reports, and accounts concerning its employment practices for the purpose of determining whether they are nondiscriminatory. This review will be performed at intervals during the performance of the contract as may be specified by the City Manager.

Each review shall be followed within 30 days by either a written notice to the contractor or subcontractor that it is in apparent compliance with the Nondiscriminatory Employment Practices Provision of its contract or by a citation of apparent deficiency, summary of findings, and a statement of remedial commitment for signature by the contractor. If the contractor or subcontractor fails to meet the commitments it has made in executing such statement, the City Manager shall issue a notice of intent to initiate an action against the contractor or subcontractor with the Fair Employment Practices Commission for willful violation of the Nondiscriminatory Employment Practices Provision and the California Fair Employment Practices Act in not less than 30 days of such notice of intent.

6. **VIOLATIONS.** The City Manager shall deem a finding of willful violation of the Nondiscriminatory Employment Practices Provision and the California Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the contractor or subcontractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426, which has become final, or obtained relief under Labor Code Sections 1429 and 1429.1, or an appropriate federal commission or agency, or a court of the State of California, or if the United States Government finds, in any action or proceeding to which the contractor or subcontractor is a party, that it discriminated against employees or applicants for employment in the performance of this contract. Upon receipt of such notice or final judgement, the City Manager shall notify the contractor or subcontractor that unless it demonstrates to the satisfaction of the City Council within a stated reasonable period that the violation has been corrected, said contractor or subcontractor shall be subject to the remedies hereinafter provided.

7. **REMEDIES FOR WILLFUL VIOLATION.** The contractor or subcontractor agrees that a finding of a willful violation of the California Fair Employment Practices Act or of this Nondiscriminatory Employment Practices Provision shall be regarded by the City Council as a basis for determining whether or not it is a responsible bidder as to future contracts for which such contractor or subcontractor may submit bids. The contractor or subcontractor further agrees that such disqualification by said City Council shall remain in effect for one year or until it demonstrates to the satisfaction of the City Manager that its employment practices are in conformity with the nondiscrimination provisions of the article.

The contractor or subcontractor further agrees that the contractor or subcontractor shall, as a penalty to the City of Hayward, forfeit for each calendar day or portion thereof an amount not to exceed \$250 or 1 percent of the total contract amount, whichever is greater. Such penalty may be deducted from any sums due to the contractor or subcontractor or recovered by the City through maintenance of an action in any court of competent jurisdiction.

Prior to making any determination with respect to reinstatement of a contractor or subcontractor as a responsible bidder, the City Council may refer the matter to the Human Relations Commission of the City of Hayward for a report and recommendation. The contractor or subcontractor agrees to cooperate to the fullest extent with said Human Relations Commission in its exercise of the authority here conferred, including, but not limited to, promptly furnishing reports requested by the commission's review of matters relating to such reinstatement.

(REV. 11/5/92)

6.3 (C) CoH SPECIAL AFFIRMATION ACTION PROVISION FOR SUPPLY AND SERVICE CONTRACTS.

CITY OF HAYWARD SPECIAL AFFIRMATIVE ACTION PROVISION FOR SUPPLY AND SERVICE CONTRACTS

In accordance with section 2-7.04 of the Hayward Municipal Code (HMC), this provision shall be included in every nonconstruction contract estimated by the City to equal or exceed \$10,000 annually, where the contract has a potential for more than one delivery on City request and the Contractor employs more than ten (10) persons, and for every other nonconstruction contract equal to or in excess of \$25,000 (whether paid in one sum upon delivery or completion, or paid periodically and such periodical payments are estimated by the City to total \$25,000 or more in one year) the following requirements must be met in addition to those set out in The City of Hayward Nondiscriminatory Employment Practices Provision (Sec. 2-7.02, HMC):

1. IN THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

(a) The contractor that submits the apparent low bid shall, on behalf of itself and those of its subcontractors, if any, where the dollar amount of such subcontract exceeds \$10,000, furnish the City Manager such information concerning its employment practices and existing and projected work forces in the form and manner as may be requested by the City Manager.

(b) The contractor that submits the apparent low bid and each of its subcontractors, if any, where the dollar amount of such subcontract is \$10,000 or more, may be required to attend a conference with the City Manager at such time and place as may be fixed by the City Manager to determine whether the information earlier submitted shows compliance with the nondiscrimination requirements of this article.

In making such determination, the City Manager shall consider the following factors:

- (1) The size of the contractor's or subcontractor's existing work force;
- (2) The size of the anticipated work force necessary for the contractor or subcontractor to perform the contract or subcontract for or on behalf of the City;
- (3) The projected turnover, vacancies, or work force expansion that the contractor or subcontractor expects to occur during the term of the contract;
- (4) The specific plans of the contractor or subcontractor to recruit applicants for employment and to select, train, and promote employees hired to complete the contract with or on behalf of the City in like proportion to their numbers in the contractor's or subcontractor's typical, geographic labor market;
- (5) An analysis showing the projected work force that would be expected, after all necessary selection is completed, to perform the contract or subcontract with or on behalf of the City absent any discriminatory employment practices;
- (6) Any other qualitative or quantitative data which would assist the City Manager in determining the contractor's or subcontractor's commitment to meet the nondiscriminatory employment practices requirements of this contract.

(c) Following such conference, the apparent low bidder shall enter into a memorandum of understanding with the City in a form agreed to by such contractor and the City Manager, which memorandum of understanding shall set forth the measures that the contractor and its subcontractors who have attended the conference shall take in furthering and meeting its nondiscrimination employment practices commitment during the performance of the contract.

(d) In the event the apparent low bidder fails to submit the requested written information, appear at the conference, or enter into a

memorandum of understanding that is acceptable to the City Manager, the City Manager shall, after giving notice and an opportunity to respond to the apparent low bidder, contact the second lowest bidder for the purpose of conducting the procedure set out in subsections (a) through (c) herein.

2. IMPLEMENTING RULES AND REGULATIONS, ENFORCEMENT PROCEDURE, AND DELEGATION OF RESPONSIBILITY. (Sec. 2-7.05, HMC)

The City Manager shall promulgate all rules, regulations, and forms necessary to implement the provisions of this article. So far as is practical, such rules, regulations, and forms shall be similar to those adopted pursuant to federal Executive Order 11246 and the Fair Employment Practices Act of the State of California.

The City Manager shall monitor the performance of the contractors and subcontractors in their achievement of the nondiscriminatory employment practices requirements provided herein, conduct on-site inspection of their work forces and employment records and submit periodic reports on such performances to the City Council and Human Relations Commission for advisory review to the City Council regarding modifications of this article so as to ensure its effectiveness.

The City Manager shall designate a Contract Compliance Officer and may, at his discretion, delegate responsibility and authority for administering the provisions of this article to the Contract Compliance Officer and to such other officers or employees of the City as necessary for proper administration of this program.

3. EXEMPTIONS. (Sec. 2-7.06, HMC)

The following contracts are exempt from the provisions of this article:

- (a) Contracts with other governmental jurisdictions;
- (b) Contracts with manufacturers whose principal place of business is located outside the United States;
- (c) Contracts with the United States manufacturers whose principal place of business is located outside the State of California;
- (d) Contracts with any single or sole source supplier of any goods or service; and
- (e) Contracts resulting from exigent emergency requisitions where any delay in completion or performance of the contract would jeopardize the public health, safety, or welfare of the citizens of the City of Hayward, or where in the judgement of the City Manager the operational effectiveness of a significant City function would be significantly threatened if the contract were not entered into expeditiously.

4. CONTRACTS SUBJECT TO EXECUTIVE ORDER 11246. (Sec. 2-7.07, HMC)

No provision of this article shall be construed to apply to any federally assisted construction contract entered into by the City that is subject to Executive Order 11246 or any order amending or superseding Executive Order 11246, the rules and regulations promulgated pursuant to said order, or the Federal Equal Employment Opportunity Bid Conditions for Alameda County.

5. OTHER REMEDIES. (Sec. 2-7.08, HMC)

The provisions of this article shall not be construed to prevent the City from pursuing and obtaining any remedy or relief as may be prescribed by law.

6. CONTACT

City of Hayward Purchasing and Contract Compliance Specialist, (510) 583-4802.

(rev. 06/26/02)

6.4 (D) NON-DISCRIMINATORY EMPLOYMENT PRACTICES & AFFIRMATIVE ACTION CERTIFICATION STATEMENT.



NONDISCRIMINATORY EMPLOYMENT PRACTICES AND AFFIRMATIVE ACTION CERTIFICATION STATEMENT

The Respondent to a City of Hayward Request for Proposals/Request for Quotation hereby certifies that it is in compliance with all executive orders, federal and state laws regarding fair employment practices and nondiscrimination in employment.

1. That it shall demonstrate compliance with the requirements established in the Affirmative Action provisions (EEO) for supply and services contracts.
2. That it fully understands that the provisions contained in the City's special Affirmative Action provisions shall be considered a part of its contractual agreement with the City in the event of award of contract.
3. That it is in compliance with all executive orders, federal, state and local laws (including Hayward Municipal Code Chapter 2, Article 7) regarding fair employment practices and nondiscrimination in employment.

(Print/Type Name of Company Official) (Title)

(Signature of Company Official) (Date)

Name of Project: _____

Name of Firm: _____

Address: _____
Street Address City/State/Zip

Telephone: (__) _____ (__) _____

Please check below as appropriate:

() Prime Contractor () Subcontractor () Professional Services

() Supplier of Goods () Supplier of Services

DEPARTMENT OF FINANCE

777 B STREET, HAYWARD, CA 94541-5007
TEL: 510/583-4802 • FAX 510/583-3600 • TDD: 510/583-3340

**6.5 (E) AN ORDINANCE ESTABLISHING A NUCLEAR FREE
HAYWARD.**

ORDINANCE NO. 87-024 C.S.

**AN ORDINANCE ESTABLISHING NUCLEAR FREE
HAYWARD**

THE CITY COUNCIL OF THE CITY OF HAYWARD DOES ORDAIN AS FOLLOWS:

SECTION 1. NAME. This ordinance shall be known as "The Nuclear Free Hayward Ordinance."

SECTION 2. PURPOSE. The purpose of this Ordinance is to make the City of Hayward a nuclear-free zone and:

- (a) To oppose the arms race by prohibiting work for nuclear weapons;
- (b) To prohibit nuclear reactors;
- (c) To minimize city contracts with and investments in the nuclear weapons industry; and
- (d) To oppose the nuclear fuel cycle as a whole.

SECTION 3. FINDINGS. The City Council of the City of Hayward hereby finds and determines that:

- (a) The nuclear arms race threatens the health, safety and economic well being of the citizens of this City;
- (b) The production, use and threatened use of nuclear weapons is a clear and ever-present danger to the people of the City;
- (c) The people of the City of Hayward have previously voted in favor of a statewide ballot measure which expresses the feelings of its private citizens and which encourages a nuclear weapons freeze between the United States and the Soviet Union;
- (d) The use, storage or transportation of weapons-related radioactive nuclear materials or wastes within or through the City of Hayward poses serious health, safety and environmental risks to the residents of the City;
- (e) The presence of nuclear weapons industry in this City would make Hayward the target of hostile military action or terrorism;

- (f) The refusal of the City of Hayward to support or do business with nuclear weapons contractors may encourage those corporations to abandon their work on nuclear weapons in favor of work that contributes to the public welfare;
- (g) The City's investments of its public funds in, and the granting of public contracts to private corporations engaged in the production of nuclear weapons can be construed as condoning, encouraging and supporting the nuclear arms race. Contracts with, or purchases from, nuclear weapons makers are not a responsible use of public funds;
- (h) The funds, personnel and other resources presently committed to work for nuclear weapons are misdirected and should be redirected toward urgently needed human services such as job training, social services for children, the elderly and the disabled, shelter for the homeless, education, housing, health care, public transportations, emergency services and general public assistance;
- (i) The investment and expenditure of public funds should be based upon the premise that such funds be used for the public welfare; and
- (j) Uranium mines, refining facilities, transportation of radioactive materials, nuclear reactors and radioactive waste are parts of a "nuclear fuel cycle" integral to nuclear weapons production. The entire cycle threatens our health and safety as follows:
 - (i) Mining, refining and transportation of radioactive materials directly endangers the health of the workers involved;
 - (ii) Transportation of radioactive materials is inherently hazardous because of the risk of accidents releasing radioactivity into the environment;
 - (iii) Radiation is routinely released from all nuclear reactors, including reactors powering aircraft carriers and submarines, while accidents such as those at Three Mile Island and Chernobyl release still more; and
 - (iv) There is no safe means known for the disposal of nuclear waste.

SECTION 4. DEFINITIONS. As used in this ordinance, the following words shall have the following definitions:

- (a) "City Funds" or "Public Funds" are those monies, grants and funds received and managed by the City of Hayward.
- (b) "Nuclear Waste" is any material which is the by-product of any nuclear reaction or nuclear weapon production, except for the byproduct of applied nuclear medicine.
- (c) "Nuclear Weapon" is any device the intended explosion of which results from the energy released by fission or fusion reactions involving atomic nuclei.
- (d) "Person" is any person, private corporation, institution or other entity, which is within the jurisdiction of the City of Hayward.
- (e) "Radioactive Material" is any material giving off, or potentially capable of giving off radiant energy in the form of particles or rays (such as alpha, beta and gamma rays) by the spontaneous disintegration of atomic nuclei, including accelerator-produced isotopes and byproduct material.
- (f) "Transport or Transportation" is transportation by any means over passable roadways, navigable waterways, or in the air-space, that are within the jurisdiction of the City of Hayward.

SECTION 5. PROHIBITION OF WORK FOR NUCLEAR WEAPONS.

- (a) Cessation of Present Activities. No person shall, within the City of Hayward, knowingly engage in work on the development, manufacture, production or assembly of nuclear weapons. This prohibition shall take effect two years after adoption of this Ordinance.
- (b) Prohibition of Commencement of Work for Nuclear Weapons. No person who is not, as of the date this Ordinance is adopted, engaged in the development, manufacture, production or assembly of nuclear weapons, shall, within the City of Hayward, commence any such activities after the date this Ordinance is adopted.

- (c) Exclusions. Nothing in this Section shall be construed to prohibit the following:
- (i) Any activity not specifically described in this Section;
 - (ii) Any unclassified research, study, evaluation or teaching;
 - (iii) The research and application of nuclear medicine; and
 - (iv) Uses of radioactive material for smoke detectors, light-emitting watches and clocks, and other applications not related to the development of nuclear weapons.

SECTION 6. PROHIBITION OF NUCLEAR REACTORS.

- (a) Cessation of Present Activities. No person shall, within the City of Hayward, operate or cause to be built a nuclear reactor. This prohibition will take affect as of the date this Ordinance is adopted.
- (b) Exclusions.
- (i) Any activity not specifically described in this Section;
 - (ii) Any research, study, evaluation, teaching or training activities not involving the actual operation of a nuclear reactor;
 - (iii) The operation of particle accelerators and related equipment; and
 - (iv) The construction and operation of experimental fusion reactors.

SECTION 7. NUCLEAR FREE CONTRACTS AND INVESTMENTS. The City of Hayward shall grant no awards or contracts for any purpose to, nor shall it purchase any goods or services directly from, nor shall it invest with, any person which is knowingly or intentionally engaged in the development or production of nuclear weapons. It will be the responsibility of any recipient of a City contract or award to certify by a notarized statement on a form approved by the City Manager that it is not knowingly or intentionally engaged in the above-defined activity. Notice of this certification requirement shall be included in all "Requests for Proposals" issued by the City of Hayward.

SECTION 8. TRANSPORTATION. The transportation of nuclear weapons in City of Hayward streets shall be prohibited.

SECTION 9. NOTICE OF NUCLEAR FREE ZONE. Every City road entering the City of Hayward which has a sign marking the City limits as of the date of the passage of this Ordinance shall be marked, with equal prominence, with a sign reading "NUCLEAR FREE ZONE, established by the City of Hayward 1987." These signs shall be posted no later than 120 days after the adoption of this Ordinance. Further the City must notify the Federal Government and other appropriate authorities that this Ordinance has been adopted within thirty days after the effective date of this ordinance.

SECTION 10. PROHIBITION ON USE OF CITY FUNDS AND PROPERTY FOR CIVIL DEFENSE AGAINST A NUCLEAR WAR. No City funds or property shall be appropriated or used for civil defense plans against a nuclear war or other preparations for nuclear war, including but not limited to those civil defense measures which address the physical or social after effects of a nuclear war.

SECTION 11. ENFORCEMENT. Each violation of this Ordinance shall, as a misdemeanor, be punishable by up to one year imprisonment and/or a fine of up to \$5,000. Each day of violation shall be deemed a separate violation.

SECTION 12. SEVERABILITY. If any section, sub-section, paragraph, sentence or word of this Ordinance shall be held unconstitutional, the unconstitutionality of the part of the Ordinance shall not affect the other sections, sub-sections, paragraphs, sentences and words of this Ordinance, all of which are intended to be severable.

SECTION 13. EFFECTIVE DATE. In accordance with the provisions of Section 620 of the City Charter, this ordinance shall become effective 30 days from and after the date of its adoption.

INTRODUCED at a regular meeting of the City Council of the City of Hayward, held the first day of September 1987, by Mayor GIULIANI.

ADOPTED at a regular meeting of the City Council of the City
of Hayward, held the 15th day of September, 1987, by
the following votes of members of said City Council.

AYES: COUNCILMEMBERS: BRADLEY, CAMPBELL, BRAS, SWEENEY, WARD

MAYOR: GIULIANI

NOES: COUNCILMEMBERS: JIMENEZ

ABSENT: COUNCILMEMBERS: NONE

APPROVED September 15, 1987

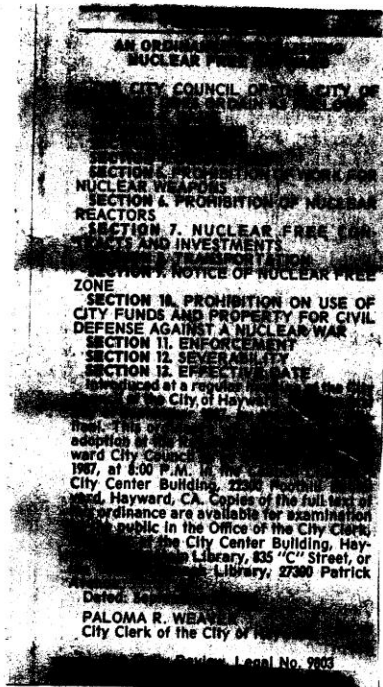
BY: *Oliver Giuliani*
Mayor of the City of Hayward

ATTEST: *Patricia A. ...*
City Clerk of the City of Hayward

The Daily Review

116 W. Winton Ave., Hayward, CA 94544
(415) 783-6111

LEGAL NO. 9803



RECEIVED
HAYWARD
CITY CLERK

SEP 15 8 57 AM '87

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

AFFIDAVIT OF PUBLICATION

~~XXXXXX~~

In the matter of

NUCLEAR FREE HAYWARD

Lois Benevides

deposes and says that he/she was the Public Notice Advertising Clerk of THE DAILY REVIEW a newspaper of general circulation as defined by Government Code Section 6000, adjudicated as such by the Superior Court of the State of California, County of Alameda (Order Nos. 224 933 and 244 264) which is published and circulated in Eden Township in said county and state seven days a week.

That the ORDINANCE

of which the annexed is a printed copy, was published in every issue of THE DAILY REVIEW on the following dates:

September 11, 1987

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date September 11, 1987

at Hayward, California.

Lois Benevides

Public Notice Advertising Clerk

6.6 (F) AFFIRMATION OF NON-INVOLVEMENT IN DEVELOPMENT OR PRODUCTION OF NUCLEAR WEAPONS.



CITY OF
HAYWARD
HEART OF THE BAY

Attachment 3

AFFIRMATION ON NON-INVOLVEMENT IN
DEVELOPMENT OF PRODUCTION OF NUCLEAR WEAPONS

The undersigned hereby certifies:

That it understands that City of Hayward Ordinance No.87024 C.S. prohibits award of contract to, or purchase of goods or services from, "any person which is knowingly or intentionally engaged in the development or production of nuclear weapons."

That it understands the ordinance defines "Nuclear Weapon" as "any device the intended explosion of which results from the energy released by fission or fusion reactions involving atomic nuclei."

That it understands the ordinance defines "Person" as "any person, private corporation, institution or other entity..."

As the owner or company official of the firm identified below, I affirm that this company is not knowingly or intentionally engaged in such development or production.

Print/Type Company Name

Print/Type Official Name & Title

Company Address

Signature of Company Official

City/State/Zip Code

Date

Department of Finance and Internal Services
Purchasing Division
777 B Street, Hayward, CA 94541-5007
Tel: 510/583-4800 Fax: 510/583-3600

SECTION - 7 SYSTEM PRICING

Equipment and Licenses Costs

Installation & Professional Services Costs

City Hall - 777 B STREET

Datacenter		
1st Floor		
2nd Floor		
3rd Floor		
4th Floor		
Site Totals		

AIRPORT - EXECUTIVE 20301 SKYWEST DR.

Site Totals

FACILITIES DIVISION/LANDSCAPE MAINTENANCE DIVISION – 16 BARNES COURT

Site Totals

ANIMAL SERVICES – 16 BARNES COURT

Site Totals

EQUIPMENT MANAGEMENT/STREETS & TRAFFIC SERVICES DIVISION/WATER DISTRIBUTION – 24505 SOTO ROAD

Site Totals

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UTILITIES/WATER POLLUTION SOURCE CONTROL- 24499 SOTO ROAD

Site Totals

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FIRE STATION #1 – 22700 MAIN STREET

Site Totals

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FIRE STATION #2 – 360 WEST HARDER ROAD

Site Totals

FIRE STATION #3 – 31982 MEDINAH STREET		
Site Totals		
FIRE STATION #4 – 27836 LOYOLA AVENUE		
Site Totals		
FIRE STATION #5 – 28595 HAYWARD BLVD.		
Site Totals		
FIRE STATION #6 – 1401 WEST WINTON AVE.		
Site Totals		
FIRE STATION #7 – 28270 HUNTWOOD AVENUE		
Site Totals		
FIRE STATION #8 – 25862 FIVE CANYONS PKWY.		
Site Totals		
FIRE STATION #9 – 24912 SECOND STREET		
Site Totals		
FIRE TRAINING CENTER – 1401 W. WINTON AVENUE		
Site Totals		
MAIN LIBRARY – 835 C STREET		
Site Totals		
WEEKES LIBRARY –27300 PATRICK AVENUE		

Site Totals

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POLICE DEPARTMENT – 300 WEST WINTON AVENUE

Datacenter		
2nd floor		

Site Totals

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HESPERIAN WIRELESS/MICROWAVE SITE – 28471 HESPERIAN BLVD.

--	--	--

Site Totals

--	--	--

GARIN WIRELESS/MICROWAVE SITE – 935 GARIN WAY

--	--	--

Site Totals

--	--	--

WALPERT WIRELESS/MICROWAVE SITE – 14 NAVAN LANE

--	--	--

Site Totals

--	--	--

WATER POLLUTION CONTROL FACILITY – 2690 ENTERPRISE AVENUE

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Site Totals

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Equipment and Licenses Costs**City of Hayward – Total System(s) Costs**

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**Entire
Network
Costs (lump
sum)**

--	--	--

**Yearly Cost
of three
year
lease/own**

--	--	--

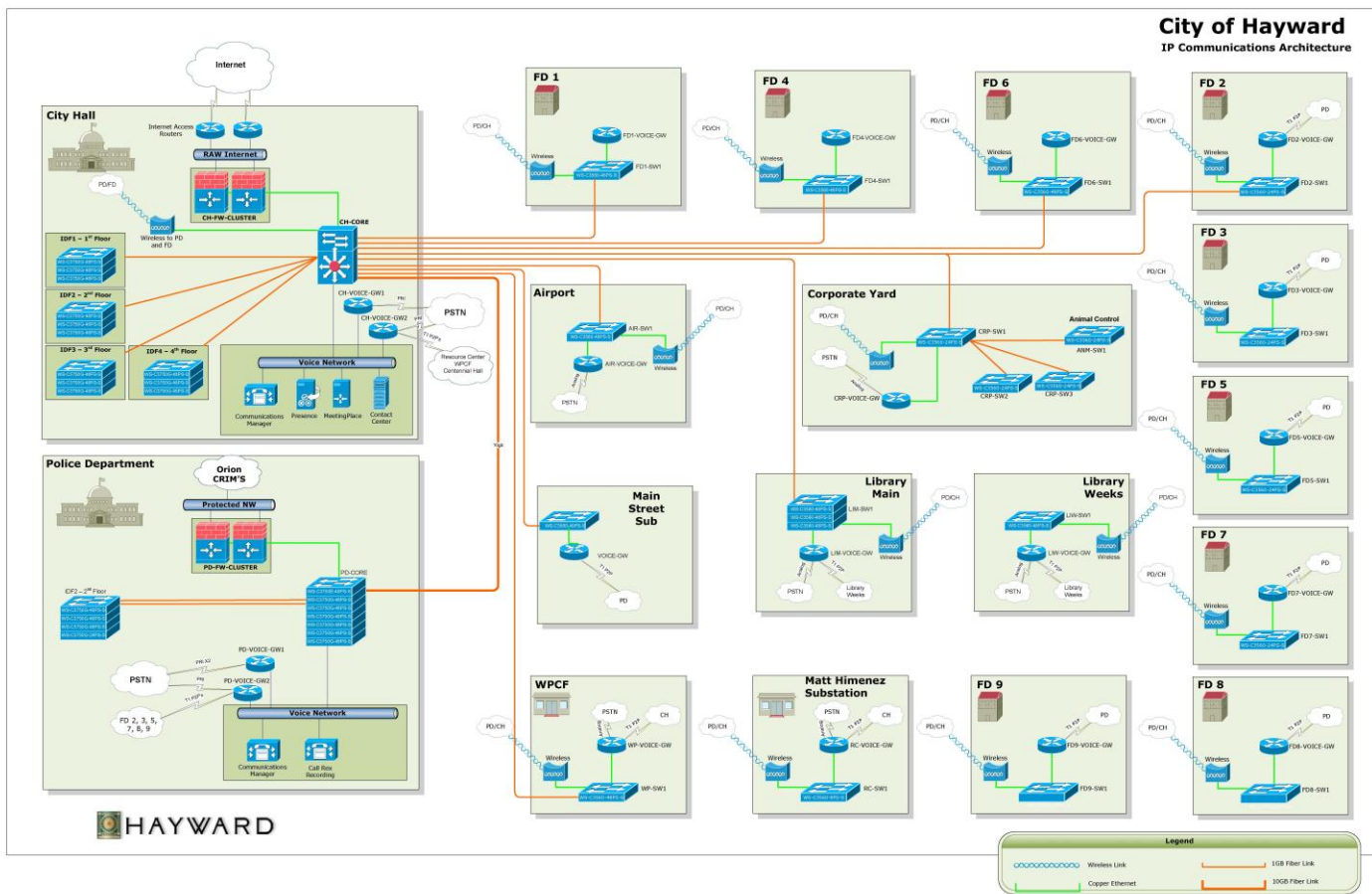
**Yearly Cost
of five year
lease/own**

--	--	--

City of Hayward – Warranty and Maintenance Costs

	Monthly	Yearly
Entire Network (lump sum)		
Cost of three year		
Cost of five year		

SECTION - 8 Network Site Plan(s) and Existing Equipment List



**City Hall to Police Department
Connectivity – Using Existing Core
As of 11/24/2014**

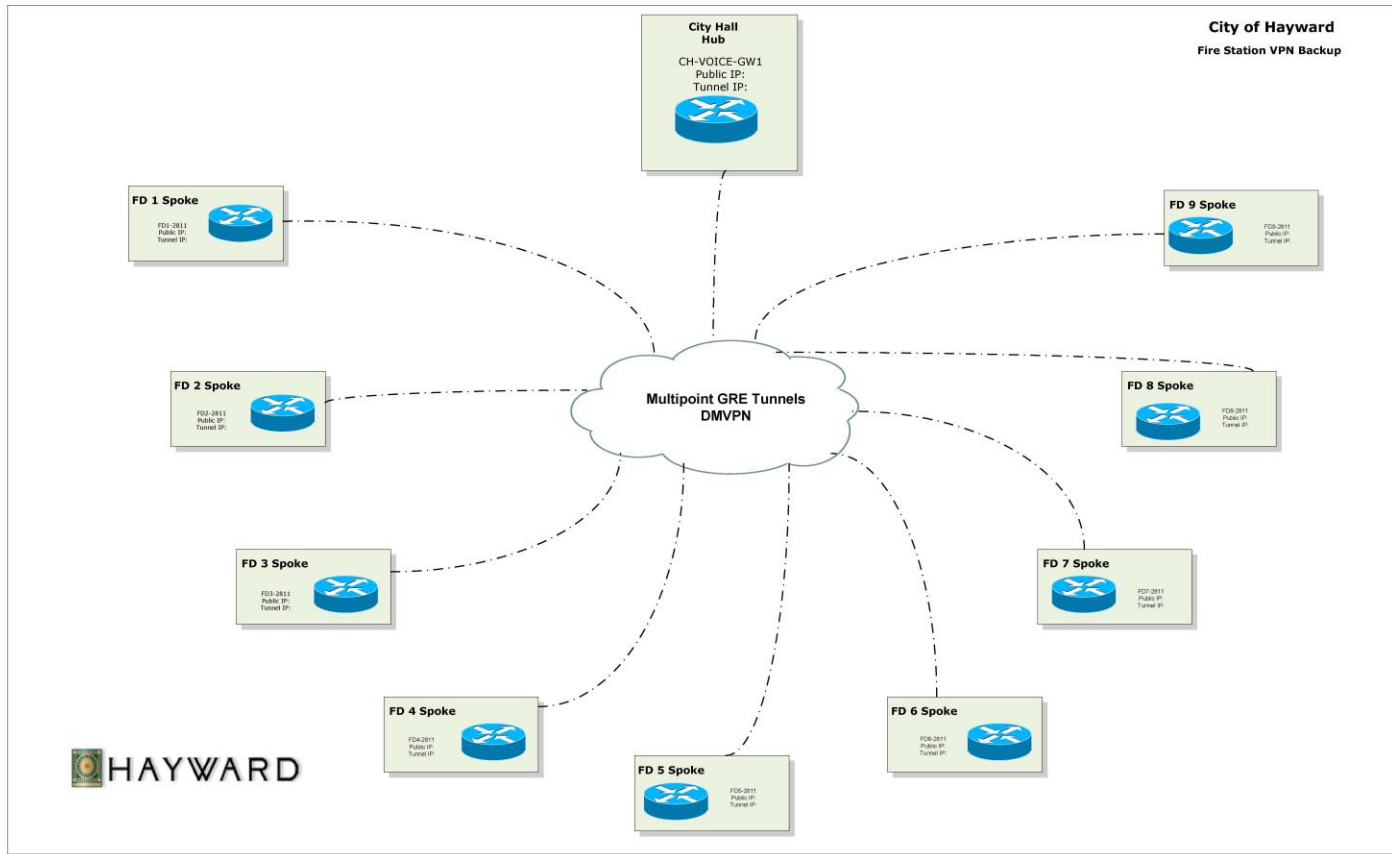


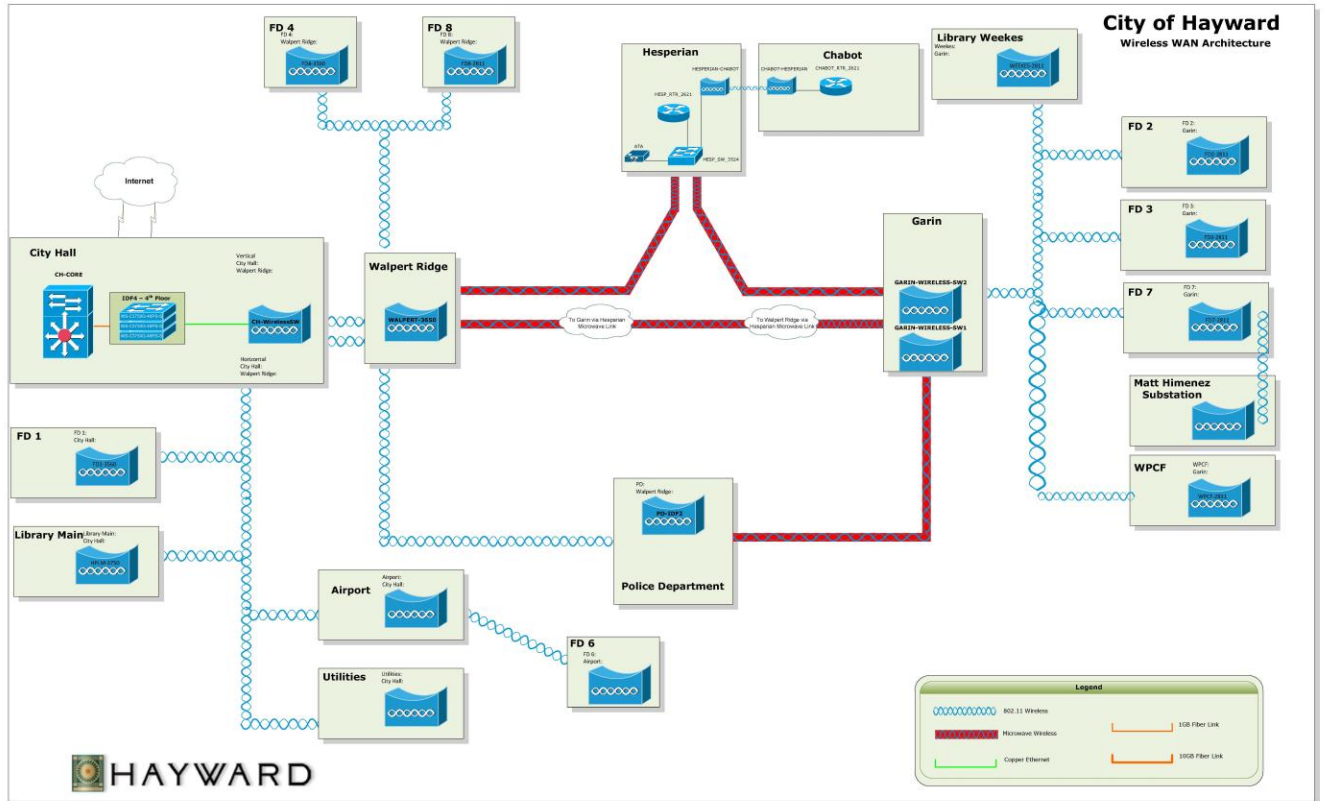
HAYWARD

802.11 Wireless

Copper Ethernet

10GB Fiber Link





	Qty.	Device Type	Notes	Connections
City Hall				
DataCenter				
	1	Cisco 6509	9 Blades	32 - 1 gig fiber connections, 4 - 10 gig fiber connections, 192 copper
	2	Cisco 2821 Routers	WAN1 - PRI Router	
			WAN2 - PRI Router	
	1	Cisco PIX 506e	Main Library Tech Lab	
	1	Cisco 3750 Switch	48 Port - for extra ports	
	1	Cisco 1941		
	3	Cisco VPN 3000	Used for bank connection - NOT VPN	
	1	Cisco 2911		
	1	Cisco 1900 Series		
	1	Cisco 3550 Switch	48 Port	
	2	Cisco 3524	Used for BGP	
			Used for BGP	
	1	Cisco 3700		
	2	Cisco ASA 5510 Firewall		
	1	Cisco ASA 5505 Firewall	Downtown wifi	
	1	Cisco Nexus 5548UP	32 Fiber - 16 Coper	Software upgrade ONLY
	2	Cisco UCS 6248UP	32 port	
	1	Cisco Nexus 2248TP-e	32 port	
			48 port	
1st Floor IDF				
	4	Cisco 3750 Switch	48 Port - Stacked	Multimode Fiber Connection from core
2nd Floor IDF				
	3	Cisco 3750 Switch	48 Port - Stacked	Multimode Fiber Connection from core
3rd Floor IDF				
	3	Cisco 3750 Switch	48 port - stacked	Multimode Fiber Connection from core
4th Floor IDF				
	3	Cisco 3750 Switch	48 Port - Stacked	Multimode Fiber Connection from core
Roof				
	2	Cisco 3560 Switch	8 Port	

	Qty.	Device Type	Notes	Connections
Police Department DataCenter				
	1	Catalyst 3500	2 1000base-T fiber ports	10 gig Fiber to PD IDF1
	2	Cisco 5510 ASA	Firewall	1 gig Fiber (Needs to be upgraded to 10 gig)
	1	Cisco 3750 Switch	48 Port	1 pair dark Fiber (Needs to be upgraded to 10 gig)
	6	Cisco 3750 Switch	Stacked 48 port w/2 10gig fiber ports located on 6th sw	
	1	3550 Aswitch	48 ports w/2 1000base-T fiber ports	
	2	Cisco 2811 Router	Verizon Router	
			ALCO Router	
	2	Cisco 2821 Router	PRI Router	
	1	Cisco 2600 Router		
	1	Cisco Nexus 5548UP	32 Fiber - 16 Coper	Software upgrade ONLY
	2	Cisco UCS 6248UP	32 port	
	1	Cisco Nexus 2248TP-e	32 port	
			48 port	
2nd Floor IDF				3 multimode Fiber Connections
	4	Cisco 3750 Switch	Stacked 48 Port w/ SFP Fiber Ports	
North Substation				
	1	Cisco 3560	24 port	Primary - Fiber to CH
	1	Cisco 2811 Router		Secondary - T1
South Substation				
	1	Cisco 3560 Switch	24 Port	DMVPN tunnel through cable internet
	1	Cisco 2811 Router		
Animal Control				Multimode Fiber from Utilities
	1	Cisco SBM Switch	24 Port - Video Cameras	
	1	Cisco 3524 Switch	24 Port	
	1	Cisco 3560 Switch	24 Port	

	Qty.	Device Type	Notes	Connections
Main Library				Primary - Fiber to CH
	1	Cisco 3750 Switch		Secondary - ptp Wireless Bridge
	1	Cisco Switch		Tertiary - T1
	1	Cisco 2811 Router		
	1	Cisco 3850 Switch	48 Port	No upgrade needed
Branch Library				Primary - ptp Wireless Bridge
	1	Cisco 2811 Router		Secondary - T1
	1	Cisco 3560 Switch	48 port	
	1	Cisco 3850 Switch	48 Port	No upgrade needed

	Qty.	Device Type	Notes	Connections
Utilities				
	2	Cisco 3750 Switch	24 Port - Stacked	Primary - Fiber to CH
	2	Cisco 3550 Switch	12 Port - Catalyst switch with fiber connections	Secondary - ptp Wireless Bridge
				12 Singlemode Fiber
	1	Cisco 2811 Router		
Streets/Water				
	1	Cisco 3560 Switch	24 Port	Multimode Fiber Connection from utilities
Fleet Management				Multimode Fiber Connection from utilities
	1	Cisco 3560	24 Port	
Landscape / Facilities				Multimode Fiber Connection from utilities
	1	Cisico 3560 Switch	24 Port	

	Qty.	Device Type	Notes	Connections
Fire Stations				
Station #1				
	2	Cisco 3560 Switch	24 Port	Primary - Fiber to CH
	1	Cisco 2811 Router	Voice Router (Needs to have 2 analog connections)	Secondary - ptp wireless bridge
				Tertiary - DMVPN tunnel over cable internet
Station #2				
	1	Cisco 3560 Switch	24 Port	Primary - Fiber to CH
	1	Cisco 2811 Router	Voice Router (Needs to have 2 analog connections)	Secondary - ptp wireless bridge
	1	Cisco 3500	8 Port - SCBA Bdlg	Tertiary - DMVPN tunnel over cable internet
Station #3				
	1	Cisco 3560 Switch	24 Port	Primary - ptp wireless bridge
	1	Cisco 2811 Router	Voice Router (Needs to have 2 analog connections)	Secondary - T1
				Tertiary - DMVPN tunnel over cable internet
Station #4				
	1	Cisco 3560 Switch	24 Port	Primary - Fiber to CH
	1	Cisco 2811 Router	Voice Router (Needs to have 2 analog connections)	Secondary - ptp wireless bridge
				Tertiary - DMVPN tunnel over cable internet
Station #5				
	1	Cisco 3560 Switch	24 Port	Primary - T1
	1	Cisco 2811 Router	Voice Router (Needs to have 2 analog connections)	Secondary - DMVPN tunnel over cable internet
Station #6/Training				
	2	Cisco 3560 Switch	24 Port	Primary - Fiber to CH
			24 Port	Secondary - ptp Wireless Bridge
	1	Cisco 2621 Router	Voice Router (Needs to have 2 analog connections)	Tertiary - DMVPN tunnel over cable internet
	1	Cisco 2811 Router	Voice Router (Needs to have 2 analog connections)	

Station #7				
	1	Cisco 3560 Switch	24 Port	Primary - DMVPN tunnel over cable internet
	1	Cisco 2911 Router	Voice Router (Needs to have 2 analog connections)	Secondary - T1
Station #8				
	1	Cisco 3560 Switch	24 Port	Primary - ptp Wireless Bridge
	1	Cisco 2811 Router	Voice Router (Needs to have 2 analog connections)	Secondary - T1
				Tertiary - DMVPN tunnel over cable internet
Station #9				
	1	Cisco 3560 Switch	24 Port	Primary - T1
	1	Cisco 2811 Router	Voice Router (Needs to have 2 analog connections)	Secondary - DMVPN tunnel over cable internet

	Qty.	Device Type	Notes	Connections	
WPCF					
	3	Cisco 3560 Switch	48 Port	Primary - Fiber to CH	
			24 Port	Secondary - ptp Wireless Bridge	
			8 Port		
	1	Cisco 2811 Router	Voice Router		
Airport					
	2	Cisco 3850 Switch	48 port Stacked	Primary - Fiber to CH	No upgrade needed
	1	Cisco 3560 Switch	24 port	Secondary - ptp Wireless Bridge	

	Qty.	Device Type	Notes	Connections
Garin				
	2	Cisco 3560 Switch	8 Port	
			8 Port	
Walpert				
	2	Cisco 3560 Switch	8 Port	
			8 Port	
Hesperian				
	1	Cisco 2621 Router		
	1	Cisco 3560 Switch	8 Port	
	Qty.	Device Type	Notes	
Watkins Garage				
	2	Cisco 3560 Switch	8 Port	
			8 Port	
Foothill Garage				
	1	Cisco 3560 Switch	8 Ports	

	Qty.	Device Type	Notes
Union City, City Hall			
Chabot College			
	1	Cisco 2621 Router	8 Ports
HUSD			